SNUNEYMUXW TREATY NEGOTIATIONS

DRAFT CONSULTATION AGREEMENTS-IN-PRINCIPLE SUMMARY

APRIL, 2003

BRITISH COLUMBIA

SNUNEYMUXW FIRST NATION

Canada

This is a general summary of the Snuneymuxw Agreements-in-Principle for public information purposes. For complete information please contact any of the sources listed at the end of this document.

Introduction

The Snuneymuxw Agreements-in-Principle (AIPs) are made up of two documents:

- an AIP which deals with land, resources, culture, related self-government provisions and cash; and
- a Governance AIP which deals with a range of governing authorities.

The AIPs set out the foundation for final agreement negotiations and complete stage 4 of the 6-stage BC treaty process.

Agreement-in-Principle

General Provisions

- The AIP is not a final agreement and is not legally binding.
- To achieve certainty, the treaty will be the full and final settlement of Snuneymuxw's Douglas Treaty rights, aboriginal land rights, and any other aboriginal rights related to the rights set out in the treaty and modified into treaty rights.
- If Snuneymuxw wish to exercise a right not addressed in the Governance Agreement or modified into a right set out in the Final Agreement, they may propose to incorporate additional rights into the agreements through an orderly process that requires the agreement of all three parties.
- The Canadian Constitution will not be altered and the Canadian Charter of Rights and Freedoms will continue to apply.
- Snuneymuxw will own treaty land.
- Snuneymuxw land will not be "reserve" lands and the *Indian Act* will no longer apply.
- Federal and provincial laws will apply concurrently with Snuneymuxw laws.

Land

- On the effective date of the final agreement, up to 5,090 hectares (12,578 acres) will become treaty land, including the Snuneymuxw's current 266 hectares (657 acres) of reserve land.
- Treaty land may include up to 2,800 hectares (6,919 acres) of private land purchased from willing sellers between AIP and final agreement. British Columbia and Canada will provide information to local governments and third parties regarding the acquisition of lands for treaty.
- Existing third party legal interests on treaty land will be protected.
- Subsurface resources on treaty land which was held by the Crown prior to treaty will be owned by Snuneymuxw.

- Canada will be able to expropriate treaty land, but will avoid doing so where reasonably practicable. British Columbia will be able to expropriate up to 200 hectares of treaty land, but will also avoid doing so where it is reasonable to use other means. Where treaty land is expropriated, compensation will be provided for in accordance with applicable federal and provincial legislation and may include land.
- With the agreement of British Columbia and Canada, Snuneymuxw will be able to add to its treaty land in the future. City of Nanaimo agreement is required if the lands are within municipal boundaries.

Access and Roads

- There will be reasonable public access to treaty land for recreational and non-commercial use, including hunting and fishing.
- Snuneymuxw may regulate public access to prevent removal of resources owned by Snuneymuxw and to protect cultural sites.
- Crown corridors and provincial roads running through treaty land will remain under provincial ownership and jurisdiction.

Water

- British Columbia and Snuneymuxw will negotiate and attempt to reach agreement on the volume of unrecorded water to be reserved for Snuneymuxw.
- To access the water reservation, Snuneymuxw will apply for a provincial water licence.
- Snuneymuxw may participate in public planning processes within the Nanaimo River watershed.

Forest Resources

- Snuneymuxw will own and manage the forest resources on treaty land.
- Snuneymuxw will be able to make laws with respect to forest management consistent with provincial standards for private lands.
- British Columbia is prepared to directly award Snuneymuxw a forest tenure on Mount Benson and Mount McKay which would be separate from the treaty.

Wildlife and Migratory Birds

- The federal and provincial Ministers will retain authority for management of wildlife and migratory birds.
- Snuneymuxw will have the right to harvest wildlife and migratory birds for domestic purposes within an identified area.
- Under the treaty, allocations may be determined for species of wildlife where there is a conservation concern. Currently the only designated species is Roosevelt Elk and Snuneymuxw's allocation will be 70% of the total allowable harvest of the Nanaimo River watershed herd. The remaining 30% will be available for other users.
- Harvesting will be limited by conservation, public health or public safety.
- Harvesting of designated species or species proposed by Snuneymuxw and British Columbia will be carried out under a Wildlife Management Plan developed jointly by

Snuneymuxw and British Columbia, consistent with the final agreement and approved by the Minister.

- The Wildlife Management Plan will address the designation and documentation of harvesters, and methods and timing of harvest.
- Snuneymuxw will have law-making authority with respect to management of the Snuneymuxw harvest, including documentation of Snuneymuxw hunters.

Fisheries and Ocean Management

- Snuneymuxw will have allocations of Fraser River Sockeye and Pink salmon, Nanaimo River Chum salmon, Nanaimo River and mixed stock Chinook salmon, Nanaimo River and mixed stock Coho salmon, Dungeness Crabs, and intertidal bivalves, such as clams (within certain areas).
- The treaty allocation for Fraser River Sockeye, Nanaimo River Chum, and intertidal bivalves, such as clams, may be sold; however, Snuneymuxw will declare on a multi-year basis the proportion of fish it will use for domestic purposes and the proportion it will sell.
- Snuneymuxw may harvest Fraser River Sockeye and Nanaimo River Chum for sale in any year where there is a directed harvest in Canadian commercial fisheries for the same species.
- Snuneymuxw will have the right to harvest the total allowable catch of intertidal bivalves on five specific beaches.
- Snuneymuxw will have law-making authority with respect to who can participate in the harvest of fish for Snuneymuxw allocations, how they will be distributed, and how individuals and vessels will be documented.
- The federal and provincial Ministers will retain authority for managing and conserving fish, aquatic plants and fish habitat and will exercise that authority in a manner consistent with the final agreement. Snuneymuxw will participate in fisheries management through a Joint Fisheries Management Committee (JFMC) made up of representatives from Snuneymuxw, British Columbia and Canada.
- Snuneymuxw will develop annual fishing plans for their fish allocations and review these plans with the JFMC.
- The federal fisheries Minister will issue a harvest document authorizing Snuneymuxw fisheries each year based on the annual fishing plan.
- All fisheries will be limited by measures necessary for conservation, public health or public safety.
- Snuneymuxw will also have access to a separate Harvest Agreement for commercial licences under conditions comparable to those in the regular commercial fishery. Harvest agreement fisheries will have the same priority as other commercial fisheries in fisheries management decisions made by the Minister of Fisheries and Oceans.
- Snuneymuxw is currently issued two commercial salmon gillnet licences and one commercial crab licence on an annual basis through the Aboriginal Fisheries Strategy. These licences will be issued to Snuneymuxw as regular commercial licences as part of the Final Agreement.

Parks

- Snuneymuxw will own Petroglyph Park and will manage it for use as a public park.
- Canada, British Columbia and Snuneymuxw agree that Newcastle Island will remain a provincial park and will negotiate Snuneymuxw's participation in the park.

Culture

- Canada, British Columbia and Snuneymuxw acknowledge the integral role of Snuneymuxw artifacts in the continuation of Snuneymuxw culture, traditions and values.
- Snuneymuxw artifacts (to be identified) will be transferred to Snuneymuxw from the Royal British Columbia Museum and the Canadian Museum of Civilization.
- Snuneymuxw will have a role in the management of heritage sites on and off treaty land.
- Snuneymuxw ancient remains removed from heritage sites will be returned to Snuneymuxw.
- Geographic features or places may be renamed.

Environmental Assessment and Protection

- Snuneymuxw will be able to participate in environmental assessment processes for proposed projects that could have adverse effects on treaty land.
- Snuneymuxw will be able to make environmental protection laws for treaty land.

Governance

- Snuneymuxw will have a government.
- Snuneymuxw will have law-making authorities distributed between the treaty and a separate Governance Agreement.
- Together, the treaty and self-government agreements will enable Snuneymuxw to control its own affairs, manage its public institutions, administer its collective economic interests and participate effectively in regional planning processes for areas outside treaty lands.
- A Snuneymuxw constitution will provide for a democratically-elected government, and for protection of the rights and freedoms of Snuneymuxw citizens.
- Law-making authority in the treaty will include government management and administration, financial administration and conflict of interest standards, processes for appeal or review of administrative decisions, adoption, land matters, culture and language, assets, Snuneymuxw membership, and aspects of education and child and family services.
- Snuneymuxw will consult with non-Snuneymuxw people residing on or having property interests in treaty land regarding decisions that may affect them or their interests. The final agreement will also provide for these people to participate in Snuneymuxw government and public institutions.

Capital Transfer

- Snuneymuxw will receive $64,065,000 dollars, minus whatever funds are used to purchase land from willing sellers prior to final agreement.
- Snuneymuxw, BC and Canada will negotiate and attempt to reach agreement on the sharing of federal and provincial revenues.

Indian Act Transition

- Transitional provisions will address the fact that the *Indian Act*, including the section 87 tax exemption, will no longer apply. Transitional tax measures will be negotiated that are comparable to those in other treaties.

Other provisions

- Snuneymuxw band members and persons with Snuneymuxw ancestry will be eligible to be enrolled under the treaty.
- A dispute resolution process and a process for ratifying the treaty will be established.
- An implementation plan outside of the treaty will also be negotiated.

Governance Agreement-in-Principle

General Provisions

- The Governance Agreement-in-Principle (AIP) is not legally binding.
- The final Governance Agreement will be ratified by all three parties, put into effect by federal and provincial settlement legislation and not be a treaty or a land claims agreement.
- The final Governance Agreement will be legally binding on all three parties and can be relied on by all persons.
- The Governance Agreement will not alter the Constitution of Canada.
- For those matters not addressed in the treaty, Snuneymuxw will agree not to assert or exercise any rights other than as set out in the Governance Agreement, for as long as that agreement is in force.
- If Snuneymuxw wish to exercise a right not addressed in the Governance Agreement or modified into a right set out in the Final Agreement, they may propose to incorporate additional rights into the agreements through an orderly process that requires the agreement of all three parties.

Authorities

- Law-making authorities in the Governance AIP include aspects of pre-school to grade 12 education, aspects of child protection, health, direct taxation, aspects of justice, business licensing, emergency preparedness, social assistance, aspects of intoxicants, fire protection, solemnization of marriage, police, post-secondary education, public works, peace, order and safety, and traffic and transportation.
- The scope of each law-making authority will be negotiated in final agreement negotiations.

Local and Regional Government Relations

- Snuneymuxw and the Regional District of Nanaimo will negotiate and seek terms for Snuneymuxw membership in the Regional District of Nanaimo including participation in regional services.
- Snuneymuxw will exercise their land use planning authority over treaty land consistent with an agreed-upon Regional Growth Strategy.

- Prior to final agreement and in consultation with the Islands Trust and residents, Snuneymuxw will develop a land-use plan for treaty land on Gabriola Island.
- Snuneymuxw and the Islands Trust will establish a Gabriola Island land committee and develop a joint land-use strategy for Gabriola Island.

Fiscal Relations

- Fiscal agreements will be negotiated every five years for funding of programs and services.
- Snuneymuxw will contribute to the funding of services from its own revenues.

Taxation

- Snuneymuxw will have law-making authority for direct taxation of Snuneymuxw citizens on treaty land and, upon agreement with Canada or British Columbia, over non-members on treaty land.
- British Columbia agrees not to impose property tax on persons on treaty land, provided that terms and conditions for the taxation of non-members' interests in treaty land and the provision of provincial services are successfully negotiated prior to the final agreement.

Other provisions

- A dispute resolution process and a process for ratifying the final Governance Agreement will be established.

For more information, please contact:

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Websites:
www.bctreaty.net
www.nanaimotreaty.ca
www.ainc-inac.gc.ca
www.gov.bc.ca/tno/negotiation/First_Nations_in_the_process/snuneymuxw.htm

B.C. Heartlands Economic Strategy: Treaty Negotiations

Snuneymuxw First Nation Agreement-in-Principle

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REVITALIZING THE TREATY PROCESS

The provincial government is committed to revitalizing the treaty process in British Columbia and negotiating workable, affordable treaties that will provide certainty over the ownership and use of Crown land and resources.

Revitalizing the treaty process, to create new opportunities for British Columbians

The Snuneymuxw Agreement-in-Principle is being negotiated by British Columbia, Canada and the Snuneymuxw First Nation through the B [illegible] Commission process, launched in 1993.

As part of the provincial government's commitment to revitalizing the treaty process and advancing treaty negotiations with First Nations, a province-wide referendum on provincial treaty negotiation principles was held in April 2002. Over three quarters of a million British Columbians took the opportunity to participate, and provided a strong public endorsement of the principles to guide provincial negotiators at treaty tables.

B.C. Heartlands Economic Strategy: Treaty Negotiations

REVITALIZING THE TREATY PROCESS

Snuneymuxw First Nation Agreement-in-Principle

BRITISH COLUMBIA

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Advancing treaty negotiations, to improve certainty

The Snuneymuxw Agreement-in-Principle, which is now entering the final stages of negotiation, upholds the eight principles for treaty negotiations adopted by British Columbians.

The Snuneymuxw Agreement-in-Principle (AIP) is made up of two documents:

- A Treaty AIP, which deals with lands, resources, culture, related self-government provisions and cash.
- A Governance AIP, which deals with other governing authorities over matters of education, health, child and family services, taxation and finances.

The chief negotiators from all three parties will now recommend the agreements for approval by their principals, which are the Snuneymuxw membership, and the federal and provincial cabinets. These agreements represent broad consensus among the three parties on the language and provisions contained in the documents. The agreements are not legally binding documents.

If ratified by the principals, the documents will form the basis for negotiating the final agreement and the governance agreement. Subsequent negotiations will provide the legal definitions of these understandings, leading to a final agreement. Final agreement negotiations could take two years to complete, after which time all three parties would have to ratify the agreements before they would come into force. Plans to implement the agreements would also be negotiated during final agreement negotiations.

Publicly endorsed referendum principles:

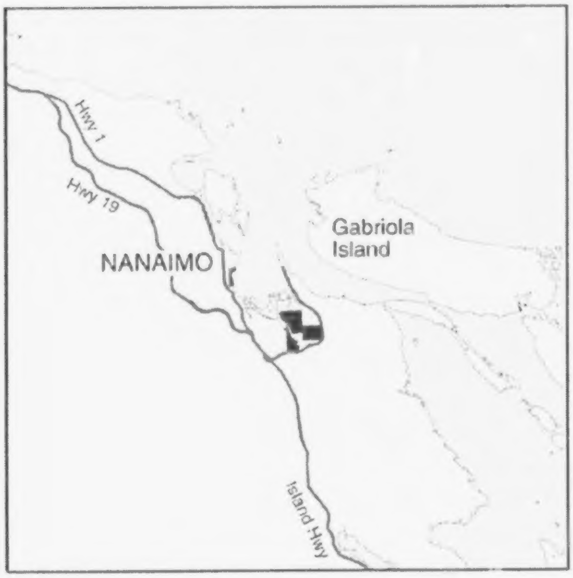
- *Private property should not be expropriated for treaty settlements.*
- *The terms and conditions of leases and licences should be respected; fair compensation for unavoidable disruption of commercial interests should be ensured.*
- *Hunting, fishing and recreational opportunities on Crown land will be ensured for the use and benefit of all British Columbians.*
- *Parks and protected areas should be maintained for the use and benefit of all British Columbians.*
- *Province-wide standards of resource management and environmental protection should continue to apply.*
- *Aboriginal governments should have the characteristics of local government, with powers delegated from Canada and B.C.*
- *Treaties should include mechanisms for harmonizing land use planning between aboriginal governments and neighbouring local governments.*
- *The existing tax exemptions for aboriginal people should be phased out.*

These principles are respected in the Agreement-in-Principle.

Snuneymuxw First Nation

The Snuneymuxw First Nation is a group of Coast Salish peoples whose traditional territory encompasses the lands and waters surrounding the Nanaimo River, the Nanaimo River Estuary, Departure Bay, Newcastle Island, Piper's Lagoon and Gabriola Island. The First Nation has a total membership of 1,371. The largest Snuneymuxw community is adjacent to the City of Nanaimo, on Nanaimo Harbour.

The Snuneymuxw have a Douglas Treaty (1854), one of 14 historic treaties with Vancouver Island First Nations.



■ Snuneymuxw Indian Reserves

Building better relationships with First Nations

In B.C., treaty negotiations involve three parties: the province, the federal government, and the First Nation. Each set of negotiations requires give-and-take on all sides. B.C. is prepared to be flexible and creative at the negotiating table, while ensuring each agreement meets the publicly endorsed guiding principles.

Our government is working with First Nations to reinvigorate and advance treaty negotiations across B.C. It is opening a new dialogue that will forge stronger relationships with aboriginal people and provide them with greater input into decisions that involve their communities. The development of mutual trust and respect on all sides will build the foundation to achieve certainty for both First Nations and British Columbians.

Economic benefits improve the quality of life for First Nations

The government is committed to increase economic opportunities for First Nations that improve aboriginal British Columbians' quality of life, both on- and off-reserve. To support this goal, the government has created a $40 million Economic Measures Fund to foster economic development for First Nations communities, create jobs and provide skills development and training. Other initiatives include increasing aboriginal participation in forestry, tourism, oil and gas and the 2010 Bid. Success in treaty agreements will help create new economic opportunities for all British Columbians.

1. Will my home and property be expropriated for treaty lands?

No. Government will not expropriate private land for treaty settlement purposes. As a step towards reaching a treaty, Canada and British Columbia have purchased a 393-hectare property from a willing seller on Gabriola Island. Agreements like this are made to assist a successful treaty negotiation. As part of the final treaty land package, up to 2,800 hectares of land may be purchased from a willing property owner. This land is in addition to the property purchased on Gabriola Island.

2. I have a business and a lease on land that may be included in the treaty. Will I be compensated if I have to move?

The Province will ensure that the terms and conditions of leases and licences are protected. Should there be an impact on licensees or leaseholders as a result of a treaty settlement, fair compensation will be paid.

3. My family hikes, fishes and digs clams in the area year 'round. Will we still be able to do this?

Efforts have been made in this agreement to minimize any impacts on the public. The public will still be able to hunt, fish, and engage in recreational activities in the Nanaimo area and on Gabriola Island. Following the conclusion of the treaty, recreational shellfish harvesting will continue in the Nanaimo area and on Gabriola Island, subject to conservation and resource abundance. Snuneymuxw shellfish harvesting rights will apply to five beaches in the area. The public will have ample opportunities to harvest shellfish elsewhere in the Nanaimo area and on several Gabriola Island beaches.

4. Where will the Snuneymuxw hunting rights apply and will they be required to carry licences?

Snuneymuxw will be able to harvest wildlife and migratory birds within a defined harvest area that will include treaty and non-treaty land.

Within a defined harvest area Snuneymuxw hunting will be carried out in accordance with a wildlife management plan approved by the provincial Minister of Water, Land and Air Protection. Snuneymuxw hunters will be required to carry Snuneymuxw documentation that meets the criteria set out in the treaty.

5. How will this agreement affect my commercial fishing operation?

A treaty with Snuneymuxw will bring clarity to all commercial fishing operations by modifying Snuneymuxw's existing undefined fishing rights into clearly defined treaty rights and responsibilities. Provisions in the agreement will contribute to integrated management arrangements and equitable access to fish resources. The provincial interest of an economically viable fishing industry that creates employment will be supported by a treaty with the Snuneymuxw First Nation.

6. Will the public continue to have access to parks after treaty settlement?

Public access to Provincial parks will not be affected by the treaty. Both the Province and Snuneymuxw have an interest in preserving the ecological integrity of provincial parks in the Nanaimo area. For example, the Snuneymuxw will assume ownership of Petroglyph Provincial Park. The treaty will protect the park's ecological and cultural values and ensure continued public access.

Newcastle Island Provincial Marine Park is important to all residents of the Nanaimo area and will remain a "Class A" Provincial park. BC and Snuneymuxw are negotiating First Nations involvement in park planning and operations on Newcastle Island.

7. Will resource management and environmental protection continue to meet Provincial standards?

Federal and provincial laws, including those related to resource management and environmental protection, will apply to Snuneymuxw people, lands and government.

While Snuneymuxw will have law-making authority over forest management and environmental protection on treaty land, federal and provincial laws will prevail over Snuneymuxw laws if there is a conflict.

Currently, provincial laws are not directly applicable on Indian Reserve lands as they fall under federal jurisdiction. Under the Snuneymuxw agreement, provincial rules and regulations will apply on Snuneymuxw treaty lands providing greater certainty for all.

8. Can the Snuneymuxw legislate more stringent standards on treaty lands than is done by the Province?

The Snuneymuxw can establish and enforce higher standards, such as environmental protection laws, on treaty lands as set out in the Final Agreement.

9. Will Snuneymuxw government have authorities similar to my local municipality?

Snuneymuxw will have authority, much like a local government, over such things as fire protection, public works, traffic and transportation, and business licensing. These law-making authorities will be set out in a separate governance agreement that will not be part of the treaty. Snuneymuxw law-making authority will be put into effect through federal and provincial legislation.

Authorities related to land and resource rights, assets, culture and language will be included in a treaty with Snuneymuxw. These will ensure long-term preservation of Snuneymuxw assets and cultural identity while providing greater certainty over land and resource ownership and management.

10. Will the Canadian Charter of Rights and Freedoms and the Criminal Code apply on Snuneymuxw treaty lands?

The Canadian Charter of Rights and Freedoms and the Criminal Code will apply to Snuneymuxw treaty lands, Snuneymuxw government and Snuneymuxw citizens.

11. Will the Snuneymuxw continue to have tax exemptions?

Following a transition period, Snuneymuxw citizens will no longer be exempt from taxation. Snuneymuxw government will receive taxation treatment similar to local governments.

12. Will the Snuneymuxw government have taxation powers?

Under the Governance Agreement, the Snuneymuxw government will have direct taxation powers over its own citizens on Snuneymuxw treaty lands. It also provides Snuneymuxw the opportunity to enter into negotiations with Canada and BC to acquire authority to apply the GST, income tax and property tax over persons on Snuneymuxw lands who are not Snuneymuxw citizens.

Provisions in both the Final and the Governance Agreements will ensure that non-Snuneymuxw citizens living on treaty land will have opportunities to be consulted and participate in Snuneymuxw government and public institutions.

13. Will there be a patchwork quilt of land use plans after the agreement is finalized?

Regional District of Nanaimo

The Final Agreement will set out a process through which the Snuneymuxw will join the Regional District of Nanaimo and participate in specific services on the same basis as the other members. Snuneymuxw will have authority for land-use planning on Snuneymuxw Treaty Land and will exercise that authority in a manner consistent with the Regional District of Nanaimo Growth Strategy. Snuneymuxw and the Regional District of Nanaimo will ensure the land-use plan for Snuneymuxw Treaty Land is consistent with the regional growth strategy.

Islands Trust

Prior to Final Agreement, Snuneymuxw will develop and consult on a land-use plan for Snuneymuxw Treaty Land on Gabriola, and the plan will consider the unique amenities and environment on Gabriola Island. Snuneymuxw and the Islands Trust will develop joint principles to guide the development of a land-use strategy for Gabriola Island.

After the Effective Date, changes to Snuneymuxw or the Islands Trust's plans will have to be consistent with the joint land-use strategy.

14. How will this agreement benefit me and my community?

The agreement with the Snuneymuxw First Nation will create certainty over the lands and resources in the Nanaimo area. It will clearly define the rights and responsibilities of the First Nation. It will provide opportunity for economic development and help build a prosperous, vibrant community for aboriginals and non-aboriginals alike.

TREATY NEGOTIATIONS OFFICE

For more information contact:

Treaty Negotiations Office
PO Box 9100 Stn Prov Govt
Victoria, B.C. V8W 9B1

Phone: 1 800 880-1022
Web: www.gov.bc.ca/tno/

Photo: Gabriola Sands Provincial Park
Courtesy: B.C. Ministry of Water, Land and Air Protection

B.C. Heartlands Economic Strategy:
Treaty Negotiations

Snuneymuxw First Nation Agreement-in-Principle Treaty Information

Certainty for British Columbians

The provincial government is committed to negotiating workable, affordable treaty settlements that provide certainty, finality and equality. By resolving Aboriginal claims, treaties will reduce the need for expensive litigation and create certainty over the ownership and use of Crown land. Modern-day treaties will contribute to overall economic growth throughout British Columbia.

Agreements-in-Principle

Agreements-in-Principle (AIPs) are the fourth step in a six step treaty process. The AIP reflects British Columbia's publicly-endorsed principles that guide provincial negotiations with First Nations and Canada. A Final Agreement with the Snuneymuxw First Nation will clearly define the rights and obligations of the First Nation in a way that is consistent with B.C.'s guiding principles.

The treaty package as outlined in the AIP includes land, capital, and resources. Canada and British Columbia will share the costs of the treaty package. British Columbia contributes mainly Crown land and Canada contributes mainly capital.

The Snuneymuxw First Nation Agreement-In-Principle

The Snuneymuxw, which entered the treaty process in 1993, is a group of 1300 Coast Salish peoples whose largest community is on Nanaimo Harbour, adjacent to the city of Nanaimo.

A treaty with Snuneymuxw will:

- Clearly define the rights and obligations of the Snuneymuxw in a way that is consistent with B.C.'s publicly-endorsed principles for treaty negotiations.
- Stimulate regional economic growth that will benefit all British Columbians.
- Provide certainty. It will be the full and final settlement of Snuneymuxw's Douglas Treaty rights, Aboriginal land rights, and any other Aboriginal rights related to the rights set out in the treaty and modified into treaty rights.
- Improve the investment climate in the Nanaimo region.

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- Increase Snuneymuxw participation in the regional economy.
- Reduce the First Nation's reliance on government transfers and eliminate their tax exemptions.
- Provide agreement on co-operative local government relations.

Land

The land component of the Snuneymuxw AIP includes up to 5,090 hectares (12,578 acres) including the Snuneymuxw's current 266 hectares (657 acres) of reserve land. Treaty land may include up to 2,800 hectares (6,919 acres) of private land purchased from willing sellers between AIP and Final Agreement.

B.C.'s publicly endorsed negotiating principle that ***treaties should include mechanisms for harmonizing land use planning between Aboriginal governments*** and neighbouring local governments is reflected in this AIP.

- Snuneymuxw and the Regional District of Nanaimo will negotiate and seek terms for Snuneymuxw membership in the Regional District of Nanaimo including participation in regional services.
- The First Nation will exercise its land use planning authority over treaty land consistent with an agreed-upon Regional Growth Strategy.
- Prior to Final Agreement and in consultation with the Islands Trust and residents, Snuneymuxw will develop a land-use plan for treaty land on Gabriola Island.

The land will become treaty lands that the First Nation will own in fee simple. Fee simple ownership provides the First Nation the flexibility to manage their lands and generate long-term economic benefits. The province will ensure that ***the terms and conditions of leases and licenses are protected. This is in accordance with the negotiating principle that the terms and conditions of leases and licenses should be respected; fair compensation for unavoidable disruption of commercial interests should be insured.*** Should there be an impact on licensees or leaseholders as a result of a treaty settlement, fair compensation will be paid.

Capital Transfer

The federal government will provide $64,065,000 to the Snuneymuxw. The funds include monies to purchase up to 2,800 hectares (6,919 acres) of private land purchased from willing-sellers between AIP and Final Agreement. This allowance upholds B.C.'s negotiating principle that ***private property should not be expropriated for treaty settlements.*** The money will be spent locally, which will help bolster the local economy while ensuring the self-sufficiency of the Snuneymuxw community.

Forestry

B.C.'s negotiating principle that ***province-wide standards of resource management and environmental protection should continue to apply*** is reflected in the forestry chapter of the AIP. Snuneymuxw, like any other landowner, will manage the forest resources on their land. The First Nation will be able to make laws with respect to forest management and these laws must be consistent with provincial standards for private lands.

In addition, British Columbia is prepared to directly award Snuneymuxw a forest tenure on Mount Benson and Mount McKay which would be separate from the treaty. All of these opportunities will help build and sustain the financial well-being of the Snuneymuxw as they grow their economy, and provide jobs for members of the local community.

Wildlife and Migratory Birds

The AIP respects the provincial negotiating principle that ***hunting, fishing and recreational opportunities on Crown land will be ensured for the use and benefit of all British Columbians.*** Snuneymuxw will be able to harvest wildlife and migratory birds within a defined harvest area that will include treaty and non-treaty land. Hunting will be carried out within a defined harvest area in accordance with a Wildlife Management Plan approved by the provincial Minister of Water, Land and Air Protection. Snuneymuxw hunters will be required to carry Snuneymuxw documentation that meets the criteria set out in the treaty.

Harvesting of designated species will be carried out under a Wildlife Management Plan that will address the designation and documentation of harvesters, and methods and timing of the harvest. Currently the only designated species is Roosevelt Elk. Snuneymuxw's allocation will be 70% of the total allowable harvest of the Nanaimo River watershed herd, which is only marginally larger than their current allocation of 66%. The remaining 30% will be available for other users.

A Final Agreement with the Snuneymuxw will provide certainty for the long-term diversity and abundance of wildlife and ensure the province's continued ability to use, manage and conserve these resources for all British Columbians.

Fishery

The provincial negotiating principle that ***hunting, fishing and recreational opportunities on Crown land will be ensured for the use and benefit of all British Columbians*** is upheld in the fishing provisions of this AIP. The public will still be able to hunt, fish, and engage in recreational activities in the Nanaimo area and on Gabriola Island. Following the conclusion of the treaty, recreational shellfish harvesting will continue in the Nanaimo area and around Gabriola Island, subject to conservation and resource abundance. Snuneymuxw shellfish harvesting rights will apply to five beaches in the area. The public will have ample opportunities to harvest shellfish elsewhere in the Nanaimo area and on several Gabriola Island beaches.

The federal and provincial ministers will retain authority for managing and conserving fish, aquatic plants and fish habitat. Snuneymuxw will participate in fisheries management through a Joint Fisheries Management Committee. The First Nation will develop annual fishing plans for their fish allocations and review these plans with this committee. The federal fisheries minister will then issue a harvest document authorizing Snuneymuxw fisheries each year based on the annual fishing plan.

The First Nation will have access to a separate Harvest Agreement for commercial licences under conditions comparable to those in the regular commercial fishery. Harvest agreement fisheries will have the same priority as other commercial fisheries in fisheries management decisions made by the Minister of Fisheries and Oceans.

The bands will have allocations of Fraser River Sockeye and Pink Salmon, Nanaimo River Chum Salmon, Nanaimo River and mixed stock Chinook Salmon, Nanaimo River and mixed stock Coho Salmon, Dungeness Crabs, and intertidal bivalves such as clams (within certain areas).

Snuneymuxw is currently issued two commercial salmon gillnet licences and one commercial crab licence on an annual basis through the Aboriginal Fisheries Strategy. These licences will be issued to Snuneymuxw as regular commercial licences as part of the Final Agreement.

Environmental Protection and Parks

B.C.'s negotiating principle specifies that ***parks and protected areas will be maintained for the use and benefit of all British Columbians.*** The AIP ensures that province-wide standards of resource management and environmental protection will continue to apply. In addition, Snuneymuxw will be able to participate in environmental assessment processes for proposed projects that could have adverse effects on treaty land and will be able to make environmental protection laws for treaty land.

Culture and Heritage

In the past, no established process existed for Snuneymuxw or other First Nations to reclaim artifacts and ancient human remains. The AIP provides a process of reconciliation that respects the First Nation's heritage and will eliminate the need for potentially expensive legal action for the Snuneymuxw or the province.

Governance

A separate Governance AIP deals with a range of governing authorities for the Snuneymuxw. In keeping with the intent of B.C.'s negotiating principle, that ***Aboriginal governments should have the characteristics of local government, with powers delegated from Canada and B.C.,*** Snuneymuxw will have a democratically-elected government with responsibilities over land-use planning and development and traffic regulation on their roads. Together, the treaty and self-government agreements will enable Snuneymuxw to control its own affairs, manage its public institutions, administer its collective economic interests and participate effectively in regional planning processes for areas outside treaty lands.

Taxation

After a transition period, Snuneymuxw citizens will pay taxes like all British Columbians. This is in step with the provincial principle that ***existing tax exemptions for Aboriginal people should be phased out.*** Snuneymuxw will have law-making authority for direct taxation of Snuneymuxw citizens on treaty land and, upon agreement with Canada or British Columbia, over non-members on treaty land. Transitional provisions will address the fact that the *Indian Act*, including the Section 87 tax exemption, will no longer apply.

The agreement with the Snuneymuxw will create certainty over the lands and resources in the Nanaimo area. It will clearly define the rights and responsibilities of the First Nation. It will provide opportunity for economic development and help build a prosperous, vibrant community for Aboriginals and non-Aboriginals alike.

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B.C. Heartlands Economic Strategy:
Treaty Negotiations

Snuneymuxw First Nation Agreement-in-Principle Intergovernmental Relations

Revitalizing the Treaty Process

The provincial government is committed to revitalizing the treaty process in British Columbia and negotiating workable, affordable treaties that will provide certainty over the ownership and use of Crown land and resources.

The Snuneymuxw Agreement-in-Principle is being negotiated by British Columbia, Canada and the Snuneymuxw First Nation (the Parties) through the B.C. Treaty Commission process, launched in 1993. The Snuneymuxw First Nation is a group of 1,371 Coast Salish peoples whose traditional territory encompasses the lands and waters surrounding the Nanaimo River, the Nanaimo River Estuary, Departure Bay, Newcastle Island, Piper's Lagoon and Gabriola Island. The largest Snuneymuxw community is adjacent to the City of Nanaimo, on Nanaimo Harbour.

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- A Governance AIP, which deals with other governing authorities over matters of education, health, child and family services, taxation and finances.

The chief negotiators from all three parties have recommended the agreements for approval by their principals, which are the Snuneymuxw membership, and the federal and provincial cabinets. These agreements represent broad consensus among the three parties on the language and provisions contained in the documents. The agreements are not legally binding documents.

If the AIPs are approved by the principals, Final Agreement negotiations will commence. In this phase of negotiations, the understanding set out in the AIPs will be legally defined and any agreements necessary to implement final agreements will be concluded. Final Agreement negotiations could take from one to two years.

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Building treaties in developed areas

The Snuneymuxw First Nation has six Indian Reserves totaling 266 hectares located on the southern edge of the City of Nanaimo and on Gabriola Island. Due to the E&N rail grant in the 19th century there is very little Crown land in the area to use for treaty settlement. As a result, fee simple land will be purchased from willing sellers for inclusion in the treaty land package. This fee simple land is currently within the jurisdiction of one of the three local governments in the area: the Regional District of Nanaimo, the Islands Trust, or the City of Nanaimo.

For Snuneymuxw to have jurisdiction over treaty land to carry out activities such as land-use planning, a framework for workable and lasting relationships with neighbouring jurisdictions must be developed.

The government of British Columbia seeks to negotiate treaties that:

- include mechanisms for harmonizing land-use planning between aboriginal governments and neighbouring local governments.

Snuneymuxw First Nation Governance Agreement-in-Principle Intergovernmental Relations

The Snuneymuxw Governance Agreement-in-Principle provides a framework for harmonizing land-use planning and service participation between Snuneymuxw and existing local governments.

Prior to Final Agreement, Snuneymuxw will develop a land-use plan for treaty land on Gabriola Island, in consultation with the Islands Trust and residents, which considers the unique amenities and environment of the island. A joint land committee will be developed with the Islands Trust which will discuss issues such as residential density and the development of a shared strategy for land-use on Gabriola Island. Any changes to the Snuneymuxw land-use plan or the Gabriola Island official community plan will be consistent with this strategy.

On Vancouver Island, Snuneymuxw and the Regional District of Nanaimo will negotiate full Snuneymuxw membership in the Regional District of Nanaimo on a basis similar to that of a municipality, including participation in regional services. After treaty, Snuneymuxw will exercise its land-use planning authority over treaty land in a manner consistent with the Regional Growth Strategy.

Between AIP and Final Agreement, the Parties will continue to work with local governments to ensure that the frameworks developed for harmonization on Gabriola Island and on Vancouver Island are workable and adequately address the issues of common and local concern.

Frequently Asked Questions

1) **How many local and regional governments are affected by the Snuneymuxw treaty negotiations?**

   Three local and regional governments - the Regional District of Nanaimo, the City of Nanaimo, and the Gabriola Island Local Trust Committee under the Islands Trust – have interests in the outcome of the Snuneymuxw treaty negotiations.

2) **Are local governments involved in treaty negotiations with the Snuneymuxw First Nation?**

   Yes. Provincial negotiators have worked closely with all three local and regional governments to address their interests on a number of issues, including land-use planning and servicing. Local government representatives played a key role in negotiating provisions relating to Snuneymuxw membership on the Regional District and a joint land-use strategy on Gabriola Island.

   The Snuneymuxw First Nation and the three local and regional governments have also been meeting on their own, away from the treaty table, to discuss issues of mutual concern.

3) **What opportunities will the public have to express their views on the Agreements-in-Principle?**

Provincial negotiators will continue to hold public meetings on Gabriola Island and in the Nanaimo area, providing information on the treaty negotiations with Snuneymuxw and responding to questions and concerns. Local residents can also address their interests through local government representatives who participate at the treaty table.

4) **Will the Snuneymuxw pay for services they receive from the Regional District of Nanaimo or the City of Nanaimo?**

Yes. Subject to agreement on funding arrangements, Snuneymuxw will participate in a range of regional services including solid waste disposal, the regional hospital, and library and recreation services.

5) **When will the Snuneymuxw join the Regional District of Nanaimo?**

The Snuneymuxw are expected to join the Regional District at the time the treaty is concluded. The Regional District and Snuneymuxw have worked hard to develop a cooperative relationship and are engaged in ongoing discussions on a number of issues in which they share an interest.

6) **Will Snuneymuxw be treated the same as other members on the Regional District?**

Yes. Snuneymuxw and the Regional District have agreed that First Nation membership on the Regional District will be on a similar basis as member municipalities, such as City of Nanaimo and City of Parksville. Snuneymuxw will have the same benefits and responsibilities as the other members.

7) **What will the relationship be between Snuneymuxw land-use planning and the Regional District of Nanaimo Growth Strategy?**

Snuneymuxw has agreed to exercise their law-making authority for land-use planning in a manner consistent with the Nanaimo Growth Strategy. Before the Governance Agreement is signed, the Snuneymuxw will develop an official community plan for treaty land in consultation with local governments and area residents. The Snuneymuxw and the Regional District will then work together to reach consensus on incorporating the First Nation's official community plan into the regional plan. Snuneymuxw has also committed to including a regional context statement in their official community plan setting out the relationship between their plan and the regional growth management plan.

8) **How will Snuneymuxw's land-use planning take place on Gabriola Island?**

Prior to the treaty, Snuneymuxw will develop a land-use plan for treaty lands on Gabriola Island in consultation with neigbouring jurisdictions and Island residents. Snuneymuxw has made a commitment that their land-use plan will consider the unique amenities and environment of Gabriola Island. Snuneymuxw and the Islands Trust will jointly establish a land-use strategy for Gabriola Island that will include both treaty lands and areas under the jurisdiction of the Islands Trust. The Islands Trust and Snuneymuxw have agreed to work cooperatively on issues such as development permits, residential density, buffers and building heights.

9) **How will disagreements over land-use planning be worked out between Snuneymuxw and their local and regional government neighbours?**

The Governance AIP includes dispute resolution provisions for the Snuneymuxw and the Islands Trust to work out any disagreements over land-use planning. The Snuneymuxw will be a full participant in the Regional Growth Strategy process, which includes dispute resolution opportunities.

10) **What will happen if the Snuneymuxw change land-use plans after agreements have been reached with local governments?**

Snuneymuxw and the Islands Trust have agreed that any changes to either the First Nation's land-use plan or the Trust's official community plan will be consistent with the joint land-use strategy developed by both governments. The joint land-use strategy will provide a framework for development and protection of the environment for all of Gabriola Island.

The Regional District and Snuneymuxw have committed to working collaboratively to resolve any differences between the Snuneymuxw official community plan for its treaty lands on Vancouver Island and the regional growth management plan. Future issues, should they arise, will be addressed through Snuneymuxw's membership on the regional district board and participation in the Regional Growth Strategy process.

11) **Will harmonization arrangements be affected if Gabriola Island becomes a municipality?**

Should Gabriola Island residents choose to incorporate as a municipality, the provisions regarding Snuneymuxw's participation on the Regional District of Nanaimo could apply on Gabriola Island or the Governance Agreement could be amended to provide for the continuation of the joint land-use strategy developed by Snuneymuxw and the Islands Trust.

12) **Will area residents have input into Snuneymuxw land-use planning?**

Yes. Snuneymuxw has made a commitment in the Governance AIP to provide opportunities for meaningful community input as their land-use plans for Treaty Land on both Gabriola Island and the Nanaimo region are developed.

13) **Will Snuneymuxw pay property taxes for local services such as fire protection, schools, and garbage disposal?**

Yes. Snuneymuxw will be expected to raise property tax revenues to cover any servicing arrangements reached with the City and to cover participation in regional services through their membership on the Regional District.

14) **Will local governments be compensated for loss of taxation base for land removed from municipal jurisdiction?**

The province will be discussing a range of issues with local governments, including matters relating to taxation and servicing, while negotiations continue towards a Final Agreement. Ongoing discussions between Snuneymuxw and local governments are also expected to continue. A loss of taxation base may in part be addressed by fair payment by Snuneymuxw for any servicing provided by local governments on treaty lands that previously were under local government jurisdiction.

15) **Why are local government relations dealt with in the Governance Agreement and not the Final Agreement?**

Both the Governance Agreement and the Final Agreement will be durable and provide certainty. As a constitutionally protected treaty, the Final Agreement will be more difficult to amend to incorporate changes felt necessary by all three parties. Arrangements between Snuneymuxw and local and regional governments in a Governance Agreement should be flexible to meet the changing needs of all parties.

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Protecting B.C.'s Wildlife

British Columbia's wildlife is a rich natural resource, and the province is committed to ensuring it is managed for the benefit of all British Columbians, Aboriginals and non-Aboriginals alike. Wildlife and associated wildlife habitat is a renewable resource requiring careful management in order to protect diversity, abundance and health and to ensure harmony among environmental, social and economic interests. The province's overall principle for addressing wildlife issues in treaty negotiations, as publicly endorsed by the people of B.C. is, "Hunting, fishing and recreational opportunities on Crown land will be ensured for the use and benefit of all British Columbians."

The government of British Columbia seeks to negotiate treaties that:

- ensure wildlife conservation and sustainability are of paramount concern;
- ensure continued hunting and recreational opportunities on Crown land for the benefit of all British Columbians; and
- establish clarity of rights, responsibilities and jurisdiction with respect to wildlife.

Douglas Treaty

The Snuneymuxw First Nation has a Douglas Treaty (1854), one of 14 historic treaties with Vancouver Island First Nations. The White and Bob B.C. Court of Appeal decision (1964), a hunting case, confirmed the Snuneymuxw as the modern-day beneficiaries of the 1854 Douglas Treaty negotiated with the Saalequun. The Douglas Treaty is a brief document containing broad rights to carry out "fisheries as formerly" and "hunt over unoccupied lands."

The status quo is marked by a high degree of uncertainty regarding the Snuneymuxw's Douglas Treaty rights to hunt and fish. The lack of clarity around what those rights are has created difficulties for wildlife and fisheries managers. Compounding the issue, the courts have done little to define how, when and where Douglas Treaty rights may be exercised. The only limitations on the exercise of the Snuneymuxw's Douglas Treaty rights are conservation and public health and safety requirements.

A key goal of the provincial government in the Snuneymuxw treaty negotiations is to resolve the current uncertainty respecting the Douglas Treaty by clarifying the hunting and fishing rights.

Snuneymuxw First Nation Agreement-in-Principle Wildlife Management

Based on the Snuneymuxw Agreement-in-Principle (AIP), the Final Agreement will provide all three Parties – Snuneymuxw, British Columbia, and Canada – with certainty regarding hunting and fishing rights. The AIP sets out that the Final Agreement, the modern-day treaty, will be the full and final settlement of the Snuneymuxw's Douglas Treaty rights and aboriginal rights relating to lands and resources. This will be accomplished through the modification of the general undefined Douglas Treaty rights to harvest wildlife and fish into the specific, defined rights spelled out in the Final Agreement. The AIP defines Snuneymuxw's hunting and fishing rights by identifying the scope of those rights, the limitations on those rights, and the overriding authority of responsible ministers.

Frequently Asked Questions

1) **Will a treaty allow the Snuneymuxw First Nation unlimited access to harvest of wildlife and migratory birds?**

No. The AIP sets out that Snuneymuxw hunters will have the right to harvest wildlife for domestic purposes within a defined area, limited by measures necessary for conservation, public health, and public safety. The treaty will also provide that provincial and federal ministers will retain full authority for the management of wildlife and migratory birds and their conservation and habitat.

2) **Will the Snuneymuxw First Nation need licences to hunt and fish?**

Yes. Snuneymuxw hunters and fishers will be required to carry documentation issued by their government. Provincial wildlife managers will have a role in the Snuneymuxw government's documentation of hunters. The annual wildlife management plan developed jointly by Snuneymuxw and British Columbia and approved by the provincial minister must include details regarding the designation and documentation of Snuneymuxw hunters.

3) **Will the Snuneymuxw First Nation enforce harvesting restrictions on their own band members? If not, who is responsible for ensuring that violators are prosecuted?**

Under treaty, provincial conservation officers and federal fisheries officers will retain authority to enforce the *Wildlife Act*. The parties may negotiate arrangements outside of the Final Agreement regarding enforcement of provincial and federal laws and Snuneymuxw laws respecting Snuneymuxw hunting and fishing. Snuneymuxw obligations regarding harvesting restrictions will be clearly set out in the treaty.

4) **Is the provincial government allowing the Snuneymuxw First Nation free access to hunt Roosevelt elk?**

No. In fact, the first species to be designated or managed for conservation reasons under the Snuneymuxw treaty will be Roosevelt elk. British Columbia and Snuneymuxw have agreed to a Snuneymuxw allocation of 70 per cent of the total allowable harvest in the Snuneymuxw's harvesting area, guaranteeing a continued non-aboriginal hunt. The Snuneymuxw allocation takes into account their Douglas Treaty rights and also their current harvesting arrangements, which provide Snuneymuxw with 66 per cent of the total allowable harvest.

5) **When it comes to species for which there is a conservation concern, will the First Nation be subject to the same harvesting restrictions as non-aboriginal hunters?**

The provincial minister responsible for wildlife will retain authority for all aspects of wildlife management. Where there are conservation concerns respecting a particular wildlife species, the provincial minister may, under the treaty, determine that a species is designated and a Snuneymuxw allocation, based on a share of the total allowable harvest, be negotiated. Factors that will be taken into consideration include the status of the species, conservation issues, and current harvesting levels by non-Snuneymuxw hunters.

6) What is an "Annual Wildlife Management Plan"?

Snuneymuxw harvesting of wildlife will be carried out under the terms of an annual wildlife management plan that will be developed jointly by Snuneymuxw and provincial wildlife managers. Each annual plan will identify the methods, timing, and locations of Snuneymuxw harvests, and will include monitoring and reporting arrangements providing managers with complete information on Snuneymuxw hunting. The plan must be approved by the provincial minister before it can come into effect. Snuneymuxw hunters will be required to carry documentation issued by their government.

7) Under this agreement, will the Snuneymuxw be able to sell the wildlife they harvest?

No, the Snuneymuxw will not have a treaty right to sell harvested wildlife or wildlife parts. Any sale of wildlife by Snuneymuxw hunters will be under the terms of provincial and federal laws.

8) How will the trade and bartering of wildlife apply to this agreement?

Snuneymuxw will have the right to trade or barter among themselves — or with other aboriginal people of Canada who are living in British Columbia — any wildlife or wildlife parts harvested under their treaty rights. Trade and barter does not include the right to sell wildlife.

9) Won't these agreements create tension in the community?

A treaty with the Snuneymuxw First Nation should reduce tensions by eliminating the uncertainty associated with Douglas Treaty hunting and fishing rights. The Snuneymuxw First Nation supports the need for effective wildlife management. The Final Agreement will provide that Snuneymuxw First Nation may participate in a regional wildlife management process made up of Snuneymuxw and non-aboriginal hunters. Through such a process, all parties can work co-operatively in developing a framework for wildlife conservation.

10) In what way will a treaty help to protect and conserve wildlife in the area?

Snuneymuxw shares the commitment of local wildlife users to sustaining wildlife populations in the Nanaimo region. The First Nation has agreed that conservation and the health of wildlife stocks take precedence over its treaty hunting rights. Snuneymuxw has also agreed to provide provincial wildlife managers with a complete reporting of Snuneymuxw wildlife harvests, information necessary for managing the total harvest for the benefit of all wildlife users.

11) Who will retain overriding authority over wildlife management?

The provincial and federal ministers responsible for wildlife and migratory birds will retain full responsibility for managing and conserving those resources.

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The province's overall principle for addressing wildlife issues in treaty negotiations, as publicly endorsed by the people of B.C., is "Hunting, fishing and recreational opportunities on Crown land will be ensured for the use and benefit of all British Columbians."

The government of British Columbia seeks to negotiate treaties that:

- ensure wildlife conservation and sustainability are of paramount concern;
- ensure continued hunting and recreational opportunities on Crown land for the benefit of all British Columbians; and
- establish clarity of rights, responsibilities and jurisdiction with respect to wildlife.

Harvesting Wildlife and Aboriginal Rights in Canada

Case law from the Supreme Court of Canada confirms that where the harvesting of wildlife for domestic purposes was a practice that was integral to a distinctive aboriginal community at the time of European contact, present day members of that community will have an aboriginal right, recognized and affirmed under s. 35 of the *Constitution Act, 1982,* to continue to engage in that activity.

At present, the province's aboriginal people can hunt:

- without a hunting licence;
- at any time of the year;
- for all species
- generally, without limits on the number of animals they can harvest; and
- without reporting their harvest.

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This right takes priority over the harvesting of wildlife by others and is only superceded by conservation and public safety requirements. Management controls must be necessary and justifiable for conservation and are subject to the requirement for consultation. However, it is difficult for the government to monitor and identify conservation concerns with limited hunter identification or harvest reporting.

This situation could pose a threat to the viability of some wildlife populations over time and fosters uncertainty about long-term hunting opportunities for other hunters.

There are areas of the province where Government and First Nations have entered into pre-treaty agreements on wildlife harvest management. These agreements include harvest levels for some species, joint enforcement initiatives, hunter identification, harvest planning, and harvest reporting.

Treaties Provide Certainty for all British Columbians

Through the treaty process, the government of British Columbia will work with First Nations to clearly define the aboriginal right to hunt and achieve agreement to implement measures needed for proper wildlife management in B.C.

These measures include:

- a defined area within which treaty beneficiaries exercise the treaty right to hunt;
- maximum harvest levels of species of particular management concern, based on a percentage of the annual allowable harvest;
- an annual wildlife harvest plan (approved by the provincial Minister) for species of particular management concern that defines aspects of wildlife harvesting, including harvesting reporting; and
- a system of hunter qualification and identification which is compatible with the provincial system and is enforceable.

Further, the government of British Columbia will seek to negotiate treaty provisions that:

- limit the treaty hunting right by measures required to ensure conservation, public safety and public health;
- maintain the provincial government's role in managing and protecting wildlife and wildlife habitat throughout the province;
- ensure a level of public participation in hunting and access to wildlife on some treaty lands;
- maintain guiding and trapping interests on treaty lands, where practical;
- implement comprehensive regional wildlife management that includes government, First Nations and all users; and
- require treaty beneficiaries to hunt according to provincial laws when hunting outside the context of the treaty hunting right.

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SNUNEYMUXW TREATY NEGOTIATIONS

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AGREEMENT-IN-PRINCIPLE

February 19, 2003

105-03605/

SNUNEYMUXW TREATY NEGOTIATIONS

WITHOUT PREJUDICE **CONSULTATION DRAFT** **February 19, 2003**

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PREAMBLE

WHEREAS:

A. Snuneymuxw are aboriginal people of Canada;

B. Snuneymuxw assert entitlement to the benefits accorded by the Douglas Treaty of 1854 with the Saalequun Tribes;

C. Section 35 of the *Constitution Act* 1982 recognizes and affirms the existing aboriginal and treaty rights of the aboriginal peoples of Canada and the courts have stated that aboriginal rights include aboriginal title;

D. The courts have stated that reconciliation of the prior presence of aboriginal people and the assertion of sovereignty by the Crown is best achieved through negotiation and agreement rather than through litigation;

E. The Snuneymuxw treaty negotiations have been conducted in an atmosphere of mutual respect and openness;

F. The Parties have negotiated this Agreement under the British Columbia treaty process;

G. The Parties desire certainty in respect of Snuneymuxw ownership and use of lands and resources, Snuneymuxw law-making authority and the relationship of federal, provincial and Snuneymuxw laws;

H. The Parties intend that the Final Agreement will achieve certainty by agreeing to the continuation of rights as expressed in the Final Agreement, rather than by the extinguishment of rights;

I. Snuneymuxw are Coast Salish people who speak a dialect of the Hul'qumi'num language and who assert that their heritage, history and culture, including their language and religion, are tied to the lands and waters surrounding the Nanaimo River, the Nanaimo River Estuary, Departure Bay, Newcastle Island, Piper's Lagoon and Gabriola Island as stated in their Statement of Intent submitted to the British Columbia Treaty Commission.

J. It is an important objective of the Snuneymuxw to preserve, protect, and enhance the Snuneymuxw heritage, Hul'qumi'num language and culture;

K. Snuneymuxw asserts that it has an inherent right to self-government, and the Government of Canada will negotiate self-government in the Final Agreement and the Governance Agreement based on it's policy that the inherent right to self-government is an existing aboriginal right within section 35 of the *Constitution Act, 1982*; and

L. This Agreement sets out the principles agreed to by the Parties for negotiating a Final Agreement;

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

DEFINITIONS

"Agreement" means this Agreement-in-Principle.

"Allocation" means

a) in respect of a right to harvest Fish and Aquatic Plants:

  i) a defined harvest quantity or quota;
  ii) a formula defining a harvest quantity or quota; or
  iii) a defined harvest area, within the Snuneymuxw Fishing Area, and

b) in respect of a right to harvest Wildlife or Migratory Birds:

  i) a defined harvest quantity or quota; or
  ii) a formula defining a harvest quantity or quota;

set out in the Final Agreement or in a Snuneymuxw Harvest Agreement, as applicable.

"Aquatic Plants" includes all benthic and detached algae, brown algae, red algae, green algae, golden algae and phytoplankton, and all marine and freshwater flowering plants, ferns and mosses, growing in water or in soils that are saturated during most of the growing season.

"Available Flow" means the volume of flow of water above that which is required:

a) to ensure conservation of Fish and stream habitats and to continue navigability as determined by the Minister in accordance with federal laws and policies and provincial laws and policies and in accordance with the provisions of the Final Agreement; and

b) under water reservations and water licences existing as of the date of this Agreement, and water licences applied for prior to the date of this Agreement.

"Available Terminal Harvest" for an area, in respect of a stock or species of Fish, means the number, established by the Minister, of the stock or species as being available for harvest in the area. In establishing an Available Terminal Harvest, the Minister may use both in-season estimates and post-season catch data.

"Capital Transfer" means an amount paid by Canada or British Columbia under the Capital Transfer and Negotiation Loan Repayment Chapter.

"Conflict" means where compliance with one law would result in a breach of another law.

"Consult" and "Consultation" mean provision to a party of:

i) notice of a matter to be decided, in sufficient detail to permit the party to prepare its views on the matter;

ii) a reasonable period of time to permit the party to prepare its views on the matter;

iii) an opportunity for the party to present its views on the matter; and,

iv) a full and fair consideration of any views on the matter so presented by the party.

"Crown Corridors" means the areas of land on which Crown Roads, other roads and Public Utilities are located as set out in Appendix D.

“Crown Roads” means a road existing on the Effective Date located on lands described in Appendix D and means the surface area of lands constructed and used for vehicular passage, and includes surfacing, bridges, drainage and support works, traffic control structures, and other works required to maintain the integrity of the traveled surface.

“Designated Wildlife Species” means a species of Wildlife for which the Minister has determined that there should be a total allowable harvest in the Snuneymuxw Wildlife and Migratory Birds Harvest Area.

"Dimension Stone" means a rock or stone product that is cut or split on two or more sides, and includes, without limitation, tiles, facing stone, crushed rock that is reconstituted into building stone, headstones, monuments, statues, ornamental furnishings and other similar components, but does not include crushed, cut or split rock that is used for construction purpose.

"Domestic Purposes" means food, social and ceremonial purposes and does not include sale.

"Effective Date" means the date upon which the Final Agreement takes effect.

"Enhancement Initiatives" means an initiative that is intended to result in an increase in fish stocks through:

a) an artificial improvement to fish habitat; or

b) the application of fish culture technology.

"Final Agreement" means the agreement among Snuneymuxw, Canada and British Columbia which will be negotiated based on this Agreement.

"Fish" means:

a) fish;

b) shellfish, crustaceans and marine animals;

c) the parts of fish, shellfish, crustaceans, and marine animals; and

d) the eggs, sperm, spawn, larvae, spat, juvenile stages and adult stages of fish, shellfish, crustaceans and marine animals.

"Forest Resources" means all Timber Resources and Non-timber Resources, including all biota, but does not include Wildlife, Migratory Birds, water, Fish, Fish habitat and Aquatic Plants.

"Fossils" means remains, traces or imprints of animal or plants that have been preserved in rocks; includes bones, shells, casts and tracks.

"Geothermal Resources" means the natural heat of the earth and all substances that derive thermal energy from it, including steam, water and water vapour heated by the natural heat of the earth and all substances dissolved in the steam, water and water vapour, but not including:

a) water that has a temperature less than 80°C at the point where it reaches the surface; or
b) hydrocarbons.

"Gravel" means gravel, rock, sand and random borrow materials.

“Harvest” includes attempt to harvest.

"Heritage Site" means Heritage Site as defined by federal legislation or provincial legislation, and includes archaeological, burial, historical, and sacred sites.

"Income Tax Act" means the *Income Tax Act*, S.C. 1985 (5th Supp.) c. 1.

"Income Tax Act (British Columbia)" means the *Income Tax Act,* R.S.B.C. 1996, c. 215.

"Indian" means a person who pursuant to the *Indian Act* is registered as an Indian or is entitled to be registered as an Indian.

“Intellectual Property” means any intangible property right resulting from intellectual activity in the industrial, scientific, literary or artistic fields, including, but not limited to, any rights relating to patents, copyrights, trademarks, industrial designs, or plant breeder’s rights.

“Intertidal Bivalves” means Manila clams, littleneck clams, butter clams, varnish clams, cockles and oysters.

“Land rights” means any aboriginal right, including aboriginal title and aboriginal rights to self-government, that relates to or affects lands, waters, wildlife, fish or other natural resources.

"law" includes federal, provincial and Snuneymuxw legislation, Acts, ordinances, regulations, Orders-in-Council, by-laws, and the common law, but does not include Snuneymuxw customs or traditional laws.

"Management Area" means a management area as defined in the Pacific Fishery Management Area Regulations (Canada).

"Migratory Birds" means the birds, as defined under federal legislation that is enacted further to international convention and that is binding on British Columbia, and for greater certainty, includes their eggs.

"Mineral" means an ore of metal, or natural substance that can be mined and includes:

a) rock and other materials from mine tailings, dumps, and previously mined deposits of minerals; and
b) Dimension Stone.

"Minister" means the federal or provincial Minister having responsibility, from time to time, for the exercise of powers in relation to the matter in question, and any person with authority to act in respect of the matter in question.

"Mixed Stock Fisheries" means fisheries that are not terminal fisheries and are comprised of a mix of stocks that originate from a variety of areas.

“Municipality” means

a) a municipality incorporated under the *Local Government Act* or any other Act, or
b) if the context requires, the geographic boundaries of a municipality referred to in sub-paragraph a).

but does not include the City of Vancouver, a regional district or an improvement district.

"Natural gas" means all fluid hydrocarbons that are not defined as petroleum, and includes coalbed gas and hydrogen sulphide, carbon dioxide and helium produced from a well.

"Negotiation Loan Management Agreement" means agreement among Snuneymuxw Indian Band, British Columbia Treaty Commission and Canada in respect of negotiation loans under the British Columbia Treaty Commission process.

"Non-timber Resources" means all Forest Resources other than Timber Resources.

"Petroleum" means crude petroleum and all other hydrocarbons, regardless of specific gravity, that are or can be recovered in liquid form from a pool or that are or can be recovered from oil sand or oil shale.

"Placer Mineral" means ore of metal and every natural substance that can be mined and that is either loose, or found in fragmentary or broken rock that is not talus rock and occurs in loose earth, gravel and sand, and includes rock or other materials from placer mine tailings, dumps and previously mined deposits of placer minerals.

"Public Utility" has the meaning as set out in the *Utilities Commission Act,* and includes Hydro, Telus, and a water, sewage, or petroleum distribution utility.

"Snuneymuxw" means the collectivity of aboriginal people who share the language, culture, customs and traditions of the Snuneymuxw Indians and their descendants.

"Snuneymuxw Annual Fish Plan" means a plan described in the Fisheries Chapter, as modified or adjusted in season.

"Snuneymuxw Artifact" means any object created by, traded to, commissioned by, or given as a gift to a Snuneymuxw person or Snuneymuxw community, or that originated from a Snuneymuxw community or a Snuneymuxw heritage site, but does not include any object traded to, commissioned by, given as a gift to, or exchanged through cultural practice with another aboriginal people.

"Snuneymuxw Capital" means all land, cash, and other assets transferred to, or recognized as owned by, Snuneymuxw under the Final Agreement, except land added to Snuneymuxw Treaty Land under paragraph 14 of the Land Chapter.

"Snuneymuxw Citizen" means a person who is enrolled under the Final Agreement.

"Snuneymuxw Constitution" means the constitution of Snuneymuxw provided for in the Snuneymuxw Governance Chapter and ratified in accordance with the Ratification Chapter.

"Snuneymuxw Fishing Area" means the area set out in Appendix G.

“Snuneymuxw Fishing Right” means the right to Harvest Fish and Aquatic Plants described in the Fisheries Chapter.

Snuneymuxw Government” means the government of Snuneymuxw as described in paragraph 2 of the Governance Chapter.

"Snuneymuxw Harvest Document" means any licence, permit, or document, or amendment thereto, issued by the Minister under Federal or Provincial Law in respect of the Snuneymuxw Fishing Right.

"Snuneymuxw Indian Reserves" means the lands that were originally Snuneymuxw Indian Reserves on the day before the Effective Date as set out in Appendices A-1 and A-2.

"Snuneymuxw laws" include the Snuneymuxw Constitution.

“Snuneymuxw Private Land" means Snuneymuxw Treaty Land that are designated as Snuneymuxw Private Land by Snuneymuxw Government.

"Snuneymuxw Public Institutions" means a Snuneymuxw Government body, board or commission established under Snuneymuxw law, including a school board or health board.

“Snuneymuxw Public Land" means Snuneymuxw Treaty Land that are designated as Snuneymuxw Public Land by Snuneymuxw Government.

"Snuneymuxw Treaty Land" means those lands as identified in paragraph 1 of the Land Chapter and in Appendices A-1 to A-10.

"Stewardship Activities" means activities conducted for the assessment, monitoring, protection and management of Fish and Fish habitat.

"Submerged Lands" means lands below the natural boundary.

"Subsurface Resources" include the following:

a) earth, including diatomaceous earth, soil, peat, marl, sand and Gravel;
b) slate, shale, argillite, limestone, marble, clay, gypsum, volcanic ash, rock, riprap and stone products;
c) Minerals, including Placer Minerals;
d) coal, Petroleum and Natural Gas;
e) Fossils; and
f) Geothermal Resources.

"Timber Resources" means trees, whether living, standing, dead, fallen, limbed, bucked, or peeled.

"Total Canadian Catch" and "TCC", in respect of a stock or species of Fish, means the number, established by the Minister, of the stock or species, as having been caught in Canadian waters by aboriginal, commercial, recreational and other fisheries excluding test fisheries and those for hatchery purposes.

"Trade or Barter" does not include sale.

"Wildlife" means:

a) all vertebrate and invertebrate animals, including mammals, birds, reptiles, and amphibians; and,

b) the eggs, juvenile states, and adult stages of all vertebrate and invertebrate animals, but does not include "Fish" or "Migratory Birds"

"Wildlife Management Plan" means a plan described in the Wildlife Chapter.

GENERAL PROVISIONS

Nature of the Agreement-in-Principle

1. The Parties acknowledge and agree that the Agreement-in-Principle and for greater certainty any of its provisions are not legally binding on any of the Parties and are without prejudice to the respective legal positions of the Parties prior to the Effective Date and neither the Agreement-in-Principle nor any related communications over the course of these negotiations will be used against any of the Parties in any court proceeding or any other forum or be construed as creating, abrogating, negating, denying, recognizing, defining, or amending any rights or obligations of any of the Parties except as expressly provided for in the Final Agreement and only upon the Effective Date.

2. Based upon this Agreement-in-Principle, the Parties will begin as soon as practicable to negotiate the Final Agreement.

Nature of the Final Agreement

3. The Final Agreement, once ratified by the Parties, will be legally binding on all persons and all Parties, including the Crown, and can be relied on by all persons.

4. Upon ratification of the Final Agreement by the Parties, the Final Agreement will be a treaty and a land claims agreement within the meaning of sections 25 and 35 of the *Constitution Act, 1982*.

5. Canada and British Columbia will recommend to Parliament and the Legislative Assembly, respectively, legislation to bring into effect the Final Agreement.

Assurances

6. Snuneymuxw will provide assurances in the Final Agreement that it represents all people who are eligible to be enrolled in the Final Agreement who may have aboriginal rights and title or Douglas Treaty rights.

7. The Parties will each provide assurances in the Final Agreement that they have the authority to enter into the Final Agreement.

Indemnity

8. Snuneymuxw will indemnify Canada and British Columbia regarding liability for any claims relating to

any aboriginal rights and title, or any treaty rights, including any rights other than or different from the rights in the Final Agreement and any past infringements of any aboriginal rights or treaty rights of Snuneymuxw people.

Rights and Benefits Under the Final Agreement

9. Rights and benefits provided under the Final Agreement for the Snuneymuxw are vested in Snuneymuxw Citizens collectively and may be exercised by individual Snuneymuxw Citizens subject to any limitations established by or under any provisions of the Final Agreement, including any limitations established by Snuneymuxw Government.

Rights of Other Aboriginal People

10. The Final Agreement will not affect, recognize or provide any aboriginal or treaty rights for any aboriginal people other than Snuneymuxw.

11. If a superior court of a province, the Federal Court of Canada, or the Supreme Court of Canada finally determines that any aboriginal people, other than Snuneymuxw, have aboriginal or treaty rights that are adversely affected by a provision of the Final Agreement:

    a) the provision will operate and have effect to the extent that it does not adversely affect those rights; and

    b) the Parties will make best efforts to remedy or replace the provision if it cannot operate and have affect in a way that does not adversely affect those rights.

12. The Final Agreement will set out provisions for negotiating appropriate remedies where Snuneymuxw treaty rights are adversely affected by a future treaty with another aboriginal people.

Other Rights, Benefits and Programs

13. The Final Agreement will not affect the ability of Snuneymuxw Citizens who are Canadian citizens to enjoy rights and benefits for which they would otherwise be eligible as Canadian citizens.

14. The Final Agreement will not affect the eligibility of Snuneymuxw Citizens for federal and provincial programs and services for aboriginal people, unless Snuneymuxw assumes responsibility over those Citizens for those programs or services.

15. Snuneymuxw Citizens will be eligible to participate in programs established by Canada or British

Columbia and to receive public services from Canada or British Columbia, in accordance with general criteria established for those programs or services from time to time, to the extent that Snuneymuxw has not assumed responsibility for those programs or public services under a Snuneymuxw fiscal agreement.

Legal Status and Capacity

16. Snuneymuxw will be a legal entity with the capacity, rights, powers, and privileges of a natural person, including the ability to:

    a) enter into contracts and agreements;

    b) acquire, hold, own, buy and sell property and interests in property;

    c) raise, spend, invest, and borrow money;

    d) sue and be sued; and

    e) do other things ancillary to the exercise of its rights, powers and privileges.

17. Snuneymuxw will act through Snuneymuxw Government.

18. The Final Agreement will include provisions to address the scope of immunity and liability of Snuneymuxw, Snuenymuxw Government, elected members of the Snuneymuxw Government and Snuneymuxw public officers. Where appropriate, the scope of immunity and liability will be similar to that for municipalities under provincial legislation.

Application of the *Indian Act*

19. The *Indian Act* will not apply to Snuneymuxw, Snuneymuxw Government, and Snuneymuxw Citizens, except as set out in the *Indian Act* Transition Chapter.

Character of Snuneymuxw Treaty Land

20. After the Effective Date, there will be no "lands reserved for the Indians" within the meaning of the *Constitution Act, 1867* for Snuneymuxw and there will be no Snuneymuxw "reserves" as defined in the *Indian Act* for Snuneymuxw.

Constitution of Canada

21. The Final Agreement will not alter the Constitution of Canada, including:

    a) the distribution of powers between Canada and British Columbia;

    b) the identity of Snuneymuxw as aboriginal people of Canada within the meaning of the *Constitution Act, 1982*; and

    c) sections 25 and 35 of the *Constitution Act, 1982.*

22. The *Canadian Charter of Rights and Freedoms* will apply to Snuneymuxw Government in respect of all matters within its authority.

23. For greater certainty, the *Canadian Charter of Rights and Freedoms* includes a guarantee of freedom of conscience and religion to Snuneymuxw Citizens.

24. The Final Agreement will provide for the application and operation of federal laws and provincial laws in respect of human rights.

25. Prior to Final Agreement, the Parties will address specific issues that arise from the application of federal laws and provincial laws in respect of human rights.

Application of Federal Laws and Provincial Laws

26. Federal laws and provincial laws will apply to Snuneymuxw, Snuneymuxw Government, Snuneymuxw Public Institutions, Snuneymuxw Citizens, and Snuneymuxw Treaty Land.

27. Any licence, permit or other authorization to be issued by Canada or British Columbia under the Final Agreement will be issued under federal law or provincial law and will not be part of the Final Agreement, but the Final Agreement will prevail to the extent of any Conflict with the licence, permit or other authorization.

28. The Final Agreement will prevail to the extent of any Conflict with a federal law or provincial law.

29. The Final Agreement will confirm that federal settlement legislation will prevail over other federal laws to the extent of any Conflict, and provincial settlement legislation will prevail over other provincial laws to the extent of any Conflict.

Relationship of Laws

30. Federal laws and provincial laws will apply concurrently with Snuneymuxw laws.

31. Notwithstanding any other rule of priority in the Final Agreement, federal laws and provincial laws will prevail over Snuneymuxw laws to the extent of the Conflict involving a provision of a Snuneymuxw law that:

a) has a double aspect on, or an incidental impact on, any area of federal legislative jurisdiction or provincial legislative jurisdiction for which Snuneymuxw does not have any law-making authority set out in the Final Agreement; or

b) has a double aspect on, or an incidental impact on, any area of federal legislative jurisdiction or provincial legislative jurisdiction for which Snuneymuxw does have law-making authority set out in the Final Agreement but in respect of which federal laws and provincial laws prevail in the event of Conflict.

32. In the event of a Conflict between a Snuneymuxw law made under any law-making authority set out in the Final Agreement and a federal law in relation to peace, order and good government, criminal law, human rights, and the protection of the health and safety of all Canadians, or other matters of overriding national importance, the federal law will prevail to the extent of the Conflict.

33. Canada will recommend to Parliament that federal settlement legislation include a provision that, to the extent that a law of British Columbia does not apply of its own force to Snuneymuxw, Snuneymuxw Government, Snuneymuxw Treaty Land, Snuneymuxw Public Institutions, or Snuneymuxw Citizens, that law of British Columbia will, subject to the federal settlement legislation and any other Act of Parliament, apply in accordance with the Final Agreement to Snuneymuxw, Snuneymuxw Government, Snuneymuxw Treaty Land, Snuneymuxw Public Institutions, or Snuneymuxw Citizens, as the case may be.

34. Snuneymuxw laws will not apply to Canada and British Columbia.

35. A Snuneymuxw law that is inconsistent or in Conflict with the Final Agreement will be of no force or effect to the extent of the inconsistency or Conflict.

36. Prior to the Final Agreement, the Parties will address the issue of consistency of Snuneymuxw laws and actions with Canada's international legal obligations.

Incidental Authorities

37. For greater certainty, the authority of Snuneymuxw Government to make laws in respect of a subject

matter, as set out in the Final Agreement, will include the authority to make laws and do other things as may be necessarily incidental to exercising its authority.

Certainty

38. The Final Agreement will be the full and final settlement of Snuneymuxw's Douglas Treaty rights, aboriginal land rights, any other aboriginal rights related to other rights and authorities set out in the Final Agreement, and any rights added to the Final Agreement as part of the orderly process described in paragraph 47.

39. For greater certainty, the Final Agreement will provide that the rights and authorities set out in the Governance Agreement are not rights modified in the Final Agreement.

40. The Final Agreement will comprehensively set out Snuneymuxw's section 35 land rights and other section 35 rights relating to matters set out in the Final Agreement.

41. The Final Agreement will modify Snuneymuxw's Douglas Treaty rights, aboriginal land rights, and other aboriginal rights that relate to matters set out in the Final Agreement, into the rights set out in the Final Agreement.

42. Snuneymuxw will release Canada and British Columbia from all claims in relation to past infringements of any Douglas Treaty rights or aboriginal rights of Snuneymuxw, which infringement occurred before the Effective Date.

43. Canada and Snuneymuxw acknowledge that claims filed by Snuneymuxw prior to the Final Agreement, pursuant to Canada's Specific Claims policy, will be addressed prior to the Final Agreement.

44. Snuneymuxw will indemnify Canada and British Columbia in respect of claims for past infringements of Douglas Treaty or aboriginal rights of Snuneymuxw.

45. Snuneymuxw will indemnify Canada and British Columbia in respect of claims regarding the existence of any Douglas Treaty or aboriginal rights of Snuneymuxw that are different in attribute or geographic extent from the section 35 rights contained in the Final Agreement.

46. The Governance Agreement will set out the agreement of Snuneymuxw not to assert or exercise any rights other than as set out in the Governance Agreement, for as long as the agreement is in force. This is not intended to affect the exercise of rights under the Final Agreement.

47. If Snuneymuxw wish to exercise a right that is not addressed in the Governance Agreement or modified

into a right set out in the Final Agreement, the Parties may discuss the matter and may agree to enter into negotiations on amending the Governance Agreement or the Final Agreement to incorporate the proposed right.

48. Between Agreement-in-Principle and Final Agreement, the Parties will work together to identify an acceptable back-up legal technique in support of the modification technique to achieve the certainty which the Parties seek.

Court Decisions

49. If a superior court of a province, the Federal Court of Canada, or the Supreme Court of Canada finally determines any provision of the Final Agreement to be invalid or unenforceable:

a) the Parties will make best efforts to amend the Final Agreement to remedy or replace the provision; and

b) the provision will be severable from the Final Agreement to the extent of the invalidity or unenforceability, and the remainder of the Final Agreement will be construed, to the extent possible, to give effect to the intent of the Parties.

50. No Party will challenge, or support a challenge to, the validity of any provision of the Final Agreement.

51. A breach of the Final Agreement by a Party does not relieve any Party from its obligations under the Final Agreement.

Amendment Provisions

52. The Parties agree that the Final Agreement will only be amended with the agreement of the Parties.

53. Any one or more of the Parties may propose an amendment to the Final Agreement.

54. In the event of a proposal pursuant to paragraph 53, the Parties agree that, before they proceed with amending the Final Agreement, they may attempt to find other means of satisfying the interests of the Party proposing the amendment.

55. The process for ratifying amendments to the Final Agreement, after the Effective Date, will be set out in the Final Agreement.

56. The Parties agree to take the necessary steps to implement amended provisions of the Final Agreement as soon as possible after the amendment has been ratified by all of the Parties.

Consultation

57. Where Canada and British Columbia have Consulted or provided information under paragraph 25 in the Wildlife Chapter to Snuneymuxw under the Final Agreement, and consulted in accordance with federal or provincial legislation, Canada and British Columbia will have no additional consultation obligations.

Information and Privacy

58. The Final Agreement will set out arrangements among the Parties relating to privacy and access to information requirements of the Parties.

Interpretation

59. To the extent of any Conflict or inconsistency, the provisions in the General Provisions Chapter of the Final Agreement will prevail over the provisions in the other chapters of the Final Agreement.

60. The terms of the Final Agreement will not be presumed to be interpreted in favour of any Party.

61. Setting out Snuneymuxw Government authorities, including law-making authorities in the Final Agreement, will not create or imply any financial obligations or service responsibility for any Party.

62. The Final Agreement will set out other provisions concerning interpretation of the Final Agreement.

63. For greater certainty, the Parties acknowledge that the *Official Languages Act* applies to the Final Agreement, including the execution of the Final Agreement.

64. In the Final Agreement:

    a) a reference to a statute will include every amendment to it, every regulation made under it, and any law enacted in substitution for, or replacement of it;

    b) a reference to "Canada's international legal obligations" will include those which are in effect on, or after, the Effective Date; and

    c) unless it is otherwise clear from the context, the use of the singular will include the plural, and the use of the plural will include the singular.

LAND

Snuneymuxw Treaty Land

1. On the Effective Date, Snuneymuxw Treaty Land will consist of:

    a) approximately 266 hectares (657 acres) of Snuneymuxw Indian Reserves as set out in Appendices A-1 to A-2 and which cease to be reserves on the Effective Date;

    b) approximately 1,548 hectares (3,824 acres) of provincial Crown land as set out in Appendices A-3 to A-8 and which cease to be Crown land on the Effective Date;

    c) approximately 80 hectares (198 acres) of federal Crown land as set out in Appendix A-9 and which cease to be Crown land on the Effective Date;

    d) approximately 396 hectares (978 acres) of land, acquired by Canada, as set out in Appendix A-10 and which cease to be Crown land on the Effective Date; and

    e) as agreed to by the Parties, up to 2,800 hectares (6,919 acres) of private land, which may include sites of special significance, located within the Regional District of Nanaimo, including Gabriola Island and the City of Nanaimo, purchased by Canada or British Columbia, from funds identified as part of the Capital Transfer, on a willing-seller and willing-buyer basis and which will cease to be Crown land on the Effective Date.

2. Snuneymuxw Treaty Land will not include Submerged Land, except as set out in Appendix A-1, Crown Roads, and Crown Corridors.

3. The Parties acknowledge and agree it is their intention, following ratification of this Agreement and as set out in sub-paragraph 1(e), to endeavour to acquire private lands for inclusion in the composition of Snuneymuxw Treaty Land subject to:

    a) agreement by Canada and British Columbia on cost-sharing the acquisition of each parcel of private land;

    b) agreement by the Parties on the terms of acquisition, purchase price, and holding arrangements, respecting each parcel of private land;

c) agreement by the Parties on jurisdictional arrangements, including the approach to land use planning, that would apply to these lands on the Effective Date; and

d) appropriate federal and provincial approvals.

4. British Columbia and Canada will provide information to local government and the public regarding the acquisition of private land for inclusion under sub-paragraph 1(e) as Snuneymuxw Treaty Land .

5. On the Effective Date, Snuneymuxw will own Snuneymuxw Treaty Land in fee simple subject to the continuation of interests existing on the Effective Date as set out in Appendix B. Appendix B will be updated by the Parties prior to the Final Agreement and prior to the Effective Date to reflect any additions, deletions, or amendments.

6. Subject to paragraph 5, Snuneymuxw fee simple ownership of Snuneymuxw Treaty Land will not be subject to any condition, proviso, restriction, exception, or reservation set out in the *Land Act*, or any comparable limitation under federal law or provincial law.

7. In accordance with the Final Agreement, the Snuneymuxw Constitution and any Snuneymuxw law, Snuneymuxw may transfer interests in Snuneymuxw Treaty Land without the consent of Canada or British Columbia.

8. The Final Agreement will contain provisions concerning the status of Snuneymuxw Treaty Land which is sold.

9. All methods of acquiring a right in or over land by prescription or by adverse possession, including the common law of doctrine of prescription and the doctrine of the lost modern grant, are abolished in respect of Snuneymuxw Treaty Land.

10. If, at any time, any parcel of Snuneymuxw Treaty Land, or any estate or interest in a parcel of Snuneymuxw Treaty Land, finally escheats to the Crown, the Crown will transfer, at no charge, that parcel, estate or interest to Snuneymuxw.

11. The boundaries of Snuneymuxw Treaty Land will be surveyed at no cost to Snuneymuxw. Canada and British Columbia will, as agreed between them, pay the costs of surveying the boundaries of Snuneymuxw Treaty Land.

12. The Final Agreement will set out the process under which Snuneymuxw Treaty Land or parcels of Snuneymuxw Treaty Land may be registered under the provincial land title system.

13. Snuneymuxw will have law-making authority over Snuneymuxw Treaty Land as set out in the Final Agreement.

Additions to Snuneymuxw Treaty Land

14. At any time after the Effective Date, with the agreement of, and at no cost to, Canada and British Columbia, Snuneymuxw may add to Snuneymuxw Treaty Land, land which is:

    a) within the area set out in Appendix C;

    b) in areas free from overlap with another First Nation unless that First Nation consents;

    c) outside of municipal boundaries unless the Municipality consents; and

    d) owned in fee simple by Snuneymuxw.

15. When making a decision pursuant to paragraph 14, the Parties will take into consideration whether the land is contiguous to existing Snuneymuxw Treaty Land.

Subsurface Resources

16. Subject to paragraph 5, Snuneymuxw will own Subsurface Resources under Snuneymuxw Treaty Land if, prior to the Effective Date, those resources were owned by the Crown.

17. Subject to paragraph 20, as owners of the Subsurface Resources, Snuneymuxw may set fees, rents or other charges prior to the development and extraction of Subsurface Resources owned by Snuneymuxw under Snuneymuxw Treaty Land.

18. Snuneymuxw and British Columbia may enter into agreements for management and administration by British Columbia of Subsurface Resources owned by Snuneymuxw under Snuneymuxw Treaty Land.

19. Nothing in the Final Agreement will confer jurisdiction on Snuneymuxw to make laws in relation to the exploration for, development, production, use and application of nuclear energy and atomic energy and the production, possession and use, for any purpose, of nuclear substances, prescribed substances, prescribed equipment and prescribed information.

20. For greater certainty, nothing in the Final Agreement will limit or restrict the operation of federal or provincial laws with respect to Subsurface Resources on Snuneymuxw Treaty Land.

Interests in Reserve Lands

21. The conversion of reserves to Snuneymuxw Treaty Land pursuant to the Final Agreement will not affect any legally vested rights to or interests in reserve land existing on the Effective Date.

22. In order to give effect to paragraph 21, Canada and Snuneymuxw First Nation will, prior to the Final Agreement, identify all the interests described in paragraph 21 and Snuneymuxw Government will issue or grant replacement rights or interests on the same terms as prevail on the Effective Date, with such modifications as are necessary to reflect Snuneymuxw Government jurisdiction over, and Snuneymuxw ownership of, the lands.

23. Notwithstanding paragraphs 21 and 22, Snuneymuxw First Nation and the persons who have interests determined under paragraph 21 may agree, prior to the Final Agreement, to different forms of replacement rights or interests to be issued or granted on the Effective Date by Snuneymuxw Government provided that Snuneymuxw Government would otherwise have the authority to issue or grant such rights or interests under the Final Agreement.

24. In the Final Agreement, Snuneymuxw Government will indemnify Canada from liability for claims and actions initiated after the Effective Date relating to or arising from Snuneymuxw Government's replacement of, or failure to replace, rights or interests pursuant to paragraph 22.

25. For greater certainty, nothing in paragraph 24 is intended to impose any obligation or liability upon Snuneymuxw Government arising from Canada's authority over and administration of rights and interests on reserves prior to the Effective Date.

26. Between Agreement in Principle and Final Agreement, the Parties will set up a process to address interests in reserve lands that may not be legally vested rights or interests.

Provincial Expropriation of Snuneymuxw Treaty Land

27. British Columbia acknowledges as a general principle that, where it is reasonable to use other means, provincial expropriation of Snuneymuxw Treaty Land will be avoided.

28. Subject to paragraphs 29 to 31, any provincial expropriation of Snuneymuxw Treaty Land will be carried out in accordance with applicable provincial legislation and processes.

29. Any provincial expropriation of Snuneymuxw Treaty Land will be:

    a) of the smallest estate or interest necessary, and for the shortest time required;

    b) by and for the use of a provincial ministry or agent of the provincial Crown; and

c) with the consent of the Lieutenant Governor in Council.

30. If there is a provincial expropriation of Snuneymuxw Treaty Land under provincial legislation, British Columbia and Snuneymuxw will negotiate and attempt to reach agreement on Crown land as compensation. If there is no agreement, British Columbia will provide Snuneymuxw with other compensation.

31. Land provided by British Columbia to Snuneymuxw as compensation for a provincial expropriation will, at the option of Snuneymuxw at the time of the negotiation of the compensation, become Snuneymuxw Treaty Land provided that land meets the criteria set out in paragraphs 14 and 15.

32. The Final Agreement will include provisions concerning the status of land that Snuneymuxw purchases with cash received as compensation for a provincial expropriation.

33. Provincial expropriation of Snuneymuxw Treaty Land will not exceed 200 hectares in total.

34. The Final Agreement will set out provisions under which British Columbia and Snuneymuxw may negotiate terms that may allow Snuneymuxw to acquire land previously expropriated by British Columbia, if the land is no longer required by British Columbia.

35. The Final Agreement will contain provisions concerning the status of Snuneymuxw Treaty Land that are expropriated by British Columbia.

Federal Expropriation of Snuneymuxw Treaty Land

36. Canada acknowledges as a general principle that federal expropriation of Snuneymuxw Treaty Land will be avoided where reasonably practicable.

37. Notwithstanding paragraph 36, Canada may expropriate Snuneymuxw Treaty Land in accordance with the Final Agreement.

38. Where Canada expropriates a fee simple estate in Snuneymuxw Treaty Land, those lands will no longer be Snuneymuxw Treaty Land.

39. Any estate or interests in a parcel of Snuneymuxw Treaty Land may be expropriated by Canada if the Governor in Council determines in its opinion that:

a) the expropriation is justifiable and necessary; and

b) the amount of land is required by Canada.

40. Any cash compensation in respect of the value of the expropriated estate or interest will be determined in accordance with the *Federal Expropriation Act*.

41. At the request of Snuneymuxw, Canada will make reasonable efforts to provide alternative parcels of land as full or partial compensation.

42. Land provided as compensation under paragraph 41 may become Snuneymuxw Treaty Land only with the consent of Snuneymuxw, British Columbia and Canada.

43. If at a time after the expropriation Canada is of the opinion that land is no longer required for a public purpose and the land is suitable to offer for sale, Canada will first offer Snuneymuxw an opportunity to reacquire the expropriated land at fair market value and on an as is basis.

44. Where Canada and Snuneymuxw do not reach agreement regarding compensation, or the price for reacquiring expropriated lands, Canada may proceed with the expropriation and the amount of compensation will be referred to arbitration under the dispute resolution process in the Dispute Resolution Chapter.

Interim Protection Measures

45. Prior to the Final Agreement, the Parties may negotiate and attempt to reach agreement on interim protection measures agreements on proposed Snuneymuxw Treaty Land that is owned by Canada or British Columbia.

ACCESS

Public Access on Snuneymuxw Treaty Land

1. Snuneymuxw will allow reasonable public access to and onto Snuneymuxw Public Land for temporary non-commercial and recreational uses, provided that public access on Snuneymuxw Public Land does not include harvesting or extracting resources owned by Snuneymuxw, except as authorized by Snuneymuxw Government, and does not cause damage to Snuneymuxw Treaty Land or resources or otherwise cause mischief, nuisance, or interference with other uses authorized by Snuneymuxw Government.

2. Snuneymuxw Government will provide reasonable opportunities, outside of urban areas, for the public to hunt and fish on Snuneymuxw Public Land in accordance with any laws enacted by Snuneymuxw Government respecting public access and subject to the Wildlife Chapter of the Final Agreement.

3. Subject to paragraph 1, Snuneymuxw may designate Snuneymuxw Treaty Land as either Snuneymuxw Public Land or Snuneymuxw Private Land as set out in the Final Agreement.

4. Snuneymuxw will take reasonable measures to notify the public of terms and conditions respecting public access to and onto Snuneymuxw Public Land.

5. The Final Agreement will include provisions with respect to access, where reasonably required, to legal interests within, contiguous to or in close proximity to Snuneymuxw Treaty Land.

6. Snuneymuxw liability for public access to Snuneymuxw Treaty Land, other than Snuneymuxw Private Land, will be comparable to the liability of the Crown for public access to unoccupied Crown lands.

7. Snuneymuxw may regulate public access on Snuneymuxw Treaty Land by making laws for:

   a) prevention of harvesting or extracting resources owned by Snuneymuxw; and

   b) the protection of Snuneymuxw cultural sites.

8. In the event of a Conflict between a federal law or a provincial law and a Snuneymuxw law made under paragraph 7, the Snuneymuxw law prevails to the extent of the Conflict.

9. Snuneymuxw may regulate public access on Snuneymuxw Treaty Land by making laws for:

a) purposes of public safety;

b) prevention of nuisance or damage; and

c) the protection of sensitive habitat.

10. In the event of a Conflict between a federal or provincial law and a Snuneymuxw law made under paragraph 9, the federal law or provincial law prevails to the extent of the Conflict.

Navigable Waters

11. Nothing in the Final Agreement will affect the public right of navigation on navigable waters.

Crown Access to Snuneymuxw Treaty Land

12. Employees, agents and other representatives of the Crown, Public Utilities and peace officers will have access, without requirement to pay fees, to Snuneymuxw Treaty Land in order to enforce laws, respond to emergencies, deliver programs and services, and for other specified purposes as set out in the Final Agreement.

13. The Final Agreement will not limit the authority of Canada or the Minister of National Defence to carry out activities related to national defence and security on Snuneymuxw Treaty Land, without payment of any fees or other charges to Snuneymuxw except as provided for under federal laws.

14. The Final Agreement will set out notice provisions regarding access under paragraphs 12 and 13 to Snuneymuxw Treaty Land.

Snuneymuxw Access to Crown Land

15. Employees, agents and other representatives of Snuneymuxw Government will have access without requirement to pay fees on Crown land to enforce Snuneymuxw laws, deliver programs and services, and for other specified purposes, as set out in the Final Agreement, in accordance with federal laws and provincial laws.

16. Snuneymuxw Citizens will have reasonable access to and onto Crown land to allow for the exercise of Snuneymuxw rights set out in the Final Agreement, including use of resources for purposes incidental to the normal exercise of those rights, provided that this access and incidental use of resources are in accordance with federal and provincial legislation and do not interfere with authorized uses or the ability

of the Crown to authorize uses or dispose of Crown land.

ROADS AND CROWN CORRIDORS

Crown Corridors

1. Crown Corridors, as set out in Appendix D, will not be part of Snuneymuxw Treaty Land and will be owned by British Columbia. The widths of Crown Corridors are set out in Appendix D.

2. Appendix D will be updated by the Parties prior to the Final Agreement and prior to the Effective Date to reflect any additions, deletions, or amendments.

3. The Final Agreement will provide for British Columbia's ability to regulate activities on Snuneymuxw Treaty Land adjacent to Crown Corridors to the extent reasonably required to protect road and Public Utilities works in Crown Corridors and to ensure the safety of users of Crown Corridors.

4. Where reasonably practicable, British Columbia will Consult with Snuneymuxw Government before commencing or providing approvals to commence activities or construction of works under paragraph 3.

5. Snuneymuxw will Consult with British Columbia on land-use decisions relating to the development of Snuneymuxw Treaty Land adjacent to Crown Corridors.

6. Upon the request of Snuneymuxw, British Columbia will Consult with Snuneymuxw with respect to the regulation of traffic and transportation on those portions of Crown Roads immediately adjacent to Snuneymuxw Treaty Land.

Roads

7. Crown Roads will not be part of Snuneymuxw Treaty Land and are owned by British Columbia.

8. Unless otherwise agreed to by the Parties, roads on Snuneymuxw Treaty Land will be Snuneymuxw roads.

9. In accordance with the Access Chapter, Snuneymuxw will allow public use of Snuneymuxw roads.

10. Snuneymuxw will be responsible for maintenance and repair of Snuneymuxw roads.

11. Prior to Final Agreement, the Parties will negotiate and attempt to reach agreement on a process to determine future Snuneymuxw road access between Crown Roads and Snuneymuxw Treaty Land.

12. Prior to Final Agreement, the Parties will determine the status of roads on existing Snuneymuxw Indian Reserves.

13. All municipal road rights of way located on, or adjacent to, proposed Snuneymuxw Treaty Land will be identified, and, where it is determined that roads will remain municipal roads after the Effective Date, those roads will continue as municipal roads.

Access to Gravel

14. As set out in the Final Agreement, Snuneymuxw will make Gravel available to British Columbia at development and extraction costs that are comparable to what British Columbia would normally pay.

15. The Final Agreement will provide that any extraction and development of Gravel referred to in paragraph 14 will be in accordance with provincial legislation and standards.

SNUNEYMUXW TREATY NEGOTIATIONS

WITHOUT PREJUDICE **CONSULTATION DRAFT** **February 19, 2003**

WATER

1. Prior to Final Agreement, British Columbia and Snuneymuxw will negotiate and attempt to reach agreement on the volume of unrecorded water to be reserved for Snuneymuxw for domestic, industrial and agricultural purposes from the Nanaimo River and its tributaries, subject to Available Flow.

2. Subject to paragraph 1, British Columbia will establish a reservation of unrecorded volume for Snuneymuxw on the Nanaimo River and its tributaries, subject to Available Flow.

3. Snuneymuxw may apply to British Columbia for water licences to be applied against the water reservation held by Snuneymuxw.

4. Water licences held by Snuneymuxw will be subject to Available Flow and provincial regulatory requirements, and the volume of flow approved under a water licence will be deducted from the Snuneymuxw water reservation.

5. British Columbia and Snuneymuxw may negotiate the Snuneymuxw role in management and administration of water licences on Snuneymuxw Treaty Land.

6. British Columbia will Consult with Snuneymuxw Government respecting applications for water licences where the applicant may reasonably require access across or an interest in Snuneymuxw Treaty Land.

7. The Final Agreement will provide for access on or interests in Snuneymuxw Treaty Land where reasonably required by a water licence holder.

8. The Final Agreement will provide for access on or interests in provincial Crown land where reasonably required under a water licence held by Snuneymuxw.

9. Consistent with the *Water Act*, the Final Agreement will provide for access on or interests in fee simple land where reasonably required under a water licence held by Snuneymuxw.

10. Snuneymuxw may only sell water in accordance with federal laws and provincial laws that permit the sale of water.

11. The Snuneymuxw water reservation will have priority over all water licences other than existing water licences, existing water reservations, and water licences applied for prior to the date of this Agreement.

12. The Final Agreement will not alter federal laws or provincial laws in respect of proprietary interests in water.

13. Snuneymuxw may participate in any initiative to protect the Nanaimo River and its watershed, and any aquifers underlying Snuneymuxw Treaty Land, as a source of drinking water.

14. Snuneymuxw may participate in any public planning process related to the management and use of land, water and other resources within the Nanaimo River watershed, or in respect of any aquifer identified as being situated below an area that includes Snuneymuxw Treaty Land.

15. If prior to the Final Agreement, British Columbia introduces initiatives to regulate activities related to groundwater, British Columbia and Snuneymuxw will discuss those initiatives.

FOREST RESOURCES

Forest Resources on Snuneymuxw Treaty Land

1. Snuneymuxw will own Forest Resources on Snuneymuxw Treaty Land.

2. Snuneymuxw Government may determine, collect and administer any fees, rents, or other charges relating to Forest Resources on Snuneymuxw Treaty Land.

3. Paragraphs 1 and 2 will be subject to the continuation of any interests existing on the Effective Date as set out in Appendix B. Appendix B will be updated by the Parties prior to the Final Agreement and prior to the Effective Date to reflect any additions, deletions, or amendments.

Forest Practices and Standards on Snuneymuxw Treaty Land

4. The Final Agreement will set out arrangements between British Columbia and Snuneymuxw for the management and control of forest health on Snuneymuxw Treaty Land and for fire protection and suppression on Snuneymuxw Treaty Land.

5. The Final Agreement will set out arrangements between British Columbia and Snuneymuxw for the continuation of any existing forestry experimental plots on Snuneymuxw Treaty Land as set out in Appendix E.

6. The Final Agreement will provide for information sharing in relation to forest activities on Snuneymuxw Treaty Land and on provincial Crown land immediately adjacent to Snuneymuxw Treaty Land.

7. Snuneymuxw may make laws in respect of the management of Forest Resources on Snuneymuxw Treaty Land.

8. Snuneymuxw will not have law-making authority in relation to timber marking and scaling, manufacture of products in British Columbia from Forest Resources on Snuneymuxw Treaty Land, and export of Forest Resources removed from Snuneymuxw Treaty Land.

9. Snuneymuxw laws in respect of Timber Resources referred to in paragraph 1 will provide for forest practices and standards that meet or exceed those established under provincial legislation applicable on private land.

10. Snuneymuxw laws in respect of Non-timber Resources referred to in paragraph 1 will provide for forest practices and standards that meet or exceed those established under provincial legislation applicable on private land.

11. In the event of a Conflict between a federal law or provincial law and a Snuneymuxw law made under paragraph 7, the federal law or provincial law prevails to the extent of the Conflict.

Transition Provisions

12. The Final Agreement will set out measures for the transition to Snuneymuxw authority and management of Forest Resources on Snuneymuxw Treaty Land.

Forest Tenure

13. British Columbia is prepared in principle to direct award a forest tenure pursuant to provincial legislation to Snuneymuxw outside of treaty that may comprise the remaining Crown land on Mount Benson and Mount McKay.

WILDLIFE AND MIGRATORY BIRDS

General

1. Snuneymuxw will have the right to Harvest, in accordance with the Final Agreement, Wildlife and Migratory Birds for Domestic Purposes in the Wildlife and Migratory Birds Harvest Area set out in Appendix F.

2. The Snuneymuxw right to Harvest Wildlife and Migratory Birds will be limited by:

    a) measures necessary for conservation; and

    b) measures necessary for the purposes of public health or public safety.

3. The Snuneymuxw right to Harvest Wildlife and Migratory Birds will not interfere with existing authorized uses or the ability of the Crown to authorize uses or dispose of Crown land.

4. Subject to paragraph 3, the Snuneymuxw right to Harvest Wildlife and Migratory Birds may be carried out on lands that are owned in fee simple off of Snuneymuxw Treaty Land, but that harvesting will be in accordance with federal laws and provincial laws in respect of harvesting Wildlife on fee simple lands.

5. Snuneymuxw Citizens will not be required to have a federal or provincial licence or pay any fees, charges, or royalties to Canada or British Columbia for the Snuneymuxw right to Harvest Wildlife and Migratory Birds.

6. Nothing in the Final Agreement will affect Canada's ability to require Snuneymuxw Citizens to obtain licences for the use and possession of firearms under federal laws on the same basis as other aboriginal people of Canada.

7. The Final Agreement will not preclude Snuneymuxw Citizens from Harvesting Wildlife throughout Canada in accordance with:

    a) federal laws and provincial laws;

    b) any agreements, that are in accordance with federal laws and provincial laws, between Snuneymuxw and other aboriginal people; or

    c) any arrangements between other aboriginal people and Canada or British Columbia.

8. The Final Agreement will not preclude Snuneymuxw Citizens from Harvesting Migratory Birds throughout Canada in accordance with:

   a) federal laws and provincial laws;

   b) any agreements, that are in accordance with federal laws and provincial laws, between Snuneymuxw and other aboriginal people; or

   b) any arrangements between other aboriginal people and Canada or British Columbia.

9. The Final Agreement will set out provisions respecting the documentation of Snuneymuxw Citizens and management requirements for Wildlife species Harvested under subparagraphs 7 (b) and 7 (c) and Migratory Birds under subparagraphs 8 (b) and 8 (c).

10. The Final Agreement will provide for Snuneymuxw Government issuing documentation to Snuneymuxw Citizens to harvest Wildlife and Migratory Birds under the Snuneymuxw right to Harvest Wildlife and Migratory Birds.

11. All persons who Harvest Wildlife or Migratory Birds under the Snuneymuxw right to Harvest Wildlife and Migratory Birds will be required to carry documentation issued by Snuneymuxw Government and to produce that documentation on request by an authorized person.

12. Documentation issued by Snuneymuxw Government to a person who Harvests Wildlife or Migratory Birds under the Snuneymuxw right to Harvest Wildlife and Migratory Birds will:

    a) be in the English language, and, at the discretion of Snuneymuxw, in the Hul'qumi'num language;

    b) include the name and address of the person; and

    c) meet any other requirements set out in the Wildlife Management Plan.

13. The Snuneymuxw right to Harvest Wildlife will be in accordance with the Wildlife Management Plan.

Allocation

14. Snuneymuxw Citizens will have the right to Harvest a percentage of the total allowable harvest of Designated Wildlife Species.

15. The initial Designated Wildlife Species will be Roosevelt Elk.

16. The Snuneymuxw Allocation of Roosevelt Elk will be 70 percent of the total allowable harvest.

17. If the calculation of a Snuneymuxw Roosevelt Elk Allocation results in a fraction number, the Snuneymuxw Allocation will be:

    a) the next higher whole number, if the resulting fraction number is 0.5 or greater; or

    b) the next lower whole number, if the resulting fraction number is less than 0.5.

18. The Final Agreement will set out processes for determining Allocations for Designated Wildlife Species, including:

    a) the circumstances under which an Allocation is required;

    b) the criteria to be considered in determining Allocations, including current allocations;

    c) time requirements to negotiate Allocations;

    d) participants in the negotiations;

    e) the relationship to Wildlife advisory management processes under paragraph 38; and

    f) dispute resolution.

19. In determining Allocations for Designated Wildlife Species, the Parties will take into account:

    a) the status of the species;

    b) conservation requirements;

    c) current and past Snuneymuxw harvest for domestic purposes;

    d) Harvest by non-Snuneymuxw persons; and

    e) other relevant considerations.

20. Prior to the Final Agreement, the Parties will establish a process for designating and determining

Allocations for Migratory Birds where there is a conservation risk.

Designation of Wildlife Species

21. Snuneymuxw Government and British Columbia may recommend to the Minister whether a Wildlife species should be, or continue to be, a Designated Wildlife Species.

22. The Minster may designate a Wildlife species, other than the initial designated species, only if the Minister determines that, in order to address a significant risk to the Wildlife population, there should be a total allowable harvest of that Wildlife species.

23. The Minister may determine that a Wildlife species is no longer a Designated Wildlife Species only if the Minister determines that the significant risk to the Wildlife population no longer exists.

24. The Minister will consider recommendations from Snuneymuxw Government and British Columbia before determining whether a species will be, or continue to be, a Designated Wildlife Species.

25. British Columbia will provide Snuneymuxw Government with the information that is reasonably available and necessary to enable Snuneymuxw Government to recommend whether a Wildlife species should be, or continue to be, a Designated Wildlife Species.

Management

26. The Minister will retain authority for Wildlife and Migratory Birds, their management, conservation and habitat.

27. The Final Agreement will not alter federal law or provincial law in respect of proprietary interests in Wildlife and Migratory Birds.

28. Snuneymuxw Government and British Columbia will:

    a) develop a Wildlife Management Plan for the harvest of:

        i) Wildlife species for which there is an Allocation, and

        ii) Wildlife species proposed by Snuneymuxw and British Columbia in order to adequately manage and conserve the resource; and

    b) submit the Wildlife Management Plan to the Minister for approval.

29. Snuneymuxw First Nation and British Columbia will develop the initial Wildlife Management Plan prior to the Effective Date.

30. The Wildlife Management Plan will include provisions consistent with the Final Agreement in respect of:

    a) designating and documenting of Snuneymuxw harvesters;

    b) methods, timing, and locations of the Snuneymuxw Harvest;

    c) as appropriate, the sex and age of the composition of the Snuneymuxw Harvest;

    d) monitoring and reporting of the Snuneymuxw Harvest; and

    e) other matters as set out in the Final Agreement.

31. The Wildlife Management Plan will take into account management concerns identified by the Minister.

32. The Final Agreement will set out provisions in respect of the review of the proposed Wildlife Management Plan by British Columbia and Snuneymuxw prior to forwarding it to the Minister for decision.

33. In considering the proposed Wildlife Management Plan submitted by Snuneymuxw Government, the Minister will take in account:

    a) conservation requirements and availability of Wildlife resources;

    b) any Snuneymuxw preferences in respect of Harvest locations, methods, or times set out in the proposed Wildlife Management Plan;

    c) utilization of the Wildlife resources for the benefit of all Canadians;

    d) efficient and effective management of Wildlife resources;

    e) requirements for the integration and efficient management of the overall Wildlife resources;

    f) accepted scientific procedures for Wildlife management; and

    g) other relevant statutory considerations.

34. If a proposed Wildlife Management Plan is consistent with the Final Agreement, the Minister will, subject to the factors referred to in paragraph 33, approve, or vary and approve, that Wildlife Management Plan, and the Minister will provide written reasons to Snuneymuxw for any significant changes between the proposed Wildlife Management Plan and the approved Wildlife Management Plan. An approved Wildlife Management Plan will be consistent with the Final Agreement.

35. The Wildlife Management Plan will be reviewed annually or at such times as proposed by either Snuneymuxw or British Columbia.

36. Notwithstanding paragraph 34, the Minister will not approve any method of Harvest that differs from those permitted under federal laws or provincial laws unless the Minister is satisfied that the method is consistent with public safety.

37. If there is a Conflict between a provision of the approved Wildlife Management Plan and provincial laws, the approved Wildlife Management Plan will prevail to the extent of the Conflict.

38. Snuneymuxw will have the right to participate in any Wildlife advisory management processes established by British Columbia in respect of the Wildlife and Migratory Birds Harvest Area.

Wildlife Law Making

39. Snuneymuxw Government may make laws, in respect of the Snuneymuxw right to Harvest Wildlife and Migratory Birds, that are in accordance with the Final Agreement and the approved Wildlife Management Plan for:

    a) the methods, timing, and location of the Harvest of Wildlife included in the Wildlife Management Plan and Migratory Birds, under the Snuneymuxw right to Harvest Wildlife and Migratory Birds;

    b) the distribution among Snuneymuxw Citizens of Wildlife and Migratory Birds Harvested by Snuneymuxw under the Snuneymuxw right to Harvest Wildlife and Migratory Birds;

    c) designating Snuneymuxw Citizens to Harvest Wildlife and Migratory Birds, under the Snuneymuxw right to Harvest Wildlife and Migratory Birds; and

    d) other matters as set out in the Final Agreement.

40. In the event of a Conflict between a Snuneymuxw Law made under paragraph 39 and a federal law or

provincial law, the Snuneymuxw law will prevail to the extent of the Conflict.

41. Snuneymuxw Government may make laws, in respect of the Snuneymuxw right to Harvest Wildlife and Migratory Birds, that are in accordance with the Final Agreement and the approved Wildlife Management Plan for:

a) documenting Snuneymuxw Citizens who Harvest Wildlife and Migratory Birds under the Snuneymuxw right to Harvest Wildlife and Migratory Birds;

b) Wildlife not included in the Wildlife Management Plan, the methods, timing, and location of Harvesting those species of Wildlife under the Snuneymuxw right to Harvest Wildlife; and

c) other matters as set out in the Final Agreement.

42. In the event of a Conflict between a Snuneymuxw law made under paragraph 41 and a federal law or provincial law, the federal law or provincial law will prevail to the extent of the Conflict.

Trade, Barter and Sale

43. Snuneymuxw Citizens will have the right to Trade or Barter among themselves, or with other aboriginal people of Canada resident in British Columbia, any Wildlife, Wildlife parts, including meat and furs, Migratory Birds, and the eggs or inedible by-products or down of Migratory Birds, harvested under the Snuneymuxw right to Harvest Wildlife and Migratory Birds.

44. Any sale of Wildlife, Wildlife parts, including meat and furs, Migratory Birds, and the eggs or the inedible by-products or down of Migratory Birds, harvested under the Snuneymuxw right to Harvest Wildlife and Migratory Birds will be in accordance with any federal laws and provincial laws that permit sale.

Enforcement

45. The Parties may negotiate agreements concerning enforcement of federal laws or provincial laws, or Snuneymuxw laws in respect of Wildlife and Migratory Birds. Any of those agreements will not be part of the Final Agreement, will not be a treaty or land claims agreement and will not recognize or affirm any rights.

46. Snuneymuxw laws made in accordance with this Chapter may be enforced by persons authorized to enforce federal laws or provincial laws, or Snuneymuxw laws in respect of Wildlife or Migratory Birds in British Columbia.

47. The Final Agreement will address enforcement issues in respect of the harvest of Wildlife or Migratory Birds by Snuneymuxw Citizens under the Snuneymuxw right to Harvest Wildlife and Migratory Birds.

FISHERIES

General

1. Snuneymuxw will have a right to Harvest, in accordance with the Final Agreement, Fish and Aquatic Plants in the Snuneymuxw Fishing Area set out in Appendix G.

2. Except as provided for in paragraph 25, Fish and Aquatic Plants Harvested under the Snuneymuxw Fishing Right are for Domestic Purposes.

3. The Snuneymuxw Fishing Right will be limited by:

   a) measures necessary for conservation; and

   b) measures necessary for public health or public safety.

4. The Minister will retain authority for managing and conserving Fish, Aquatic Plants and Fish habitat and will exercise that authority in a manner consistent with the Final Agreement.

5. Harvesting under the Snuneymuxw Fishing Right will be conducted in accordance with the provisions of the Snuneymuxw Harvest Documents.

6. Snuneymuxw Citizens will not be required to have a federal or provincial licence where a Snuneymuxw Citizen Harvests a Fish or Aquatic Plant under the Snuneymuxw Fishing Right.

7. The Final Agreement will not preclude Snuneymuxw Citizens from Harvesting Fish and Aquatic Plants under a licence, permit or document issued under federal laws or provincial laws.

8. The Final Agreement will not alter federal laws or provincial laws in respect of proprietary interests in Fish and Aquatic Plants.

9. The Snuneymuxw Fishing Right will not interfere with authorized uses of Crown land or the ability of the Crown to authorize uses of or to dispose of Crown land.

10. Snuneymuxw Citizens will have the right to Trade or Barter among themselves, or with other aboriginal people of Canada resident in British Columbia, any Fish and Aquatic Plants Harvested under the Final Agreement.

11. The Final Agreement will not preclude Snuneymuxw Citizens from harvesting Fish and Aquatic Plants throughout Canada in accordance with:

    a) federal laws and provincial laws;

    b) any agreements, which are in accordance with federal laws and provincial laws, between Snuneymuxw and other aboriginal people; or

    c) any arrangements between other aboriginal people and Canada or British Columbia.

12. Unless otherwise provided for in a Snuneymuxw Harvest Document, the Snuneymuxw Fishing Right will be exercised:

    a) with respect to mixed stock chinook salmon, Fraser River sockeye salmon, and Fraser River pink salmon, within Subareas 17-4, 17-11, 17-12, 17-17, 17-18, 29-2, 29-3, 29-4, 29-5, and 29-6 and the tidal waters of the Snuneymuxw Fishing Area;

    b) with respect to mixed stock coho salmon, within Subareas 17-4, 17-11, 17-12, 17-17, and 17-18 and the tidal waters of the Snuneymuxw Fishing Area;

    c) with respect to Intertidal Bivalves, within the following areas:

        i. Nanaimo Estuary, set out in Appendix H - 1;
        ii. Gabriola Bar, set out in Appendix H - 2;
        iii. Mudge Island West, set out in Appendix H - 3;
        iv. Lily Island, set out in Appendix H - 4; and
        v. Degnen Bay, set out in Appendix H – 5; and

    d) with respect to any stock or species of Fish or Aquatic Plant other than one referred to in subparagraphs (a), (b) or (c), within the Snuneymuxw Fishing Area.

13. Prior to the Final Agreement, the Parties will explore options for including Subarea 17-3 as an area to be included in subparagraphs 12 (a) and 12 (b), subject to protocol or sharing agreements between Snuneymuxw and other aboriginal people.

14. The Final Agreement will set out the final boundaries of the areas established in subparagraph 12 (c) generally shown in Appendices H-1 to H-5 and subject to the continuation of interests existing on the Effective Date.

15. The Parties acknowledge that some areas in the areas established in subparagraph 12 (c) may be contaminated. The Parties agree there is no commitment to carry out an environmental clean up of those areas or elsewhere.

16. For the purposes of the areas referred to in subparagraph 12 (c) and set out in Appendices H-1 to H-5, Snuneymuxw may apply to British Columbia for shellfish aquaculture tenures with respect to any or all of those areas.

Snuneymuxw Fishing Right Allocations

17. The methods for determining the Allocations that can be Harvested each year under the Snuneymuxw Fishing Right are described in Appendix I.

18. By agreement of the Parties, the Final Agreement may include a method for decreasing the Allocation of Fraser River sockeye that can be Harvested and increasing the Allocation of chum, chinook or coho salmon that can be Harvested as harvestable abundances of chum, chinook and coho originating in the Snuneymuxw Fishing Area increase.

19. The Final Agreement will set conditions for subsequent annual adjustments to account for Snuneymuxw salmon harvests that exceed or fail to meet the salmon Allocation in any year.

20. Fish and Aquatic Plants for which there is no Allocation established under the Final Agreement may be Harvested in the Snuneymuxw Fishing Area under the Snuneymuxw Fishing Right in accordance with a Snuneymuxw Harvest Document.

21. Canada or British Columbia, in respect of any Fish and Aquatic Plant species that it manages, or Snuneymuxw may propose the establishment of an Allocation for Fish and Aquatic Plants not included in Appendix I.

22. The Final Agreement will include provisions describing how Allocations for Fish and Aquatic Plants that are not set out in the Final Agreement will be determined and documented.

23. Snuneymuxw will provide, on request, catch data for Fish and Aquatic Plant species and other information related to the Snuneymuxw Harvest:

    a) to Canada for those fisheries managed by Canada; and

    b) to British Columbia for those fisheries managed by British Columbia.

24. The Final Agreement will include provisions to address the implications for the amount of a stock or species of Fish or Aquatic Plant that Snuneymuxw may Harvest where in any year there is not enough abundance of the stock or species of Fish or Aquatic Plants to meet all Allocations from that stock or species to aboriginal people for Domestic Purposes.

Sale

25. Subject to paragraph 26, Snuneymuxw may sell Fraser River sockeye salmon, Nanaimo River chum salmon and Intertidal Bivalves Harvested under the Final Agreement.

26. Snuneymuxw may Harvest for sale Fraser River sockeye salmon in any year where there is directed harvest in Canadian commercial fisheries of Fraser River sockeye salmon, and may Harvest for sale Nanaimo River chum salmon in any year where there is directed harvest in Canadian commercial fisheries of Nanaimo River chum salmon.

27. Snuneymuxw will declare on a multi-year basis the proportion of the Allocations of Fraser River sockeye salmon, Nanaimo River chum salmon and Intertidal Bivalves to be used for Domestic Purposes and the proportion to be used for sale.

28. The proportions referred to in paragraph 27 may be reviewed annually and adjusted as agreed to by Snuneymuxw and Canada.

29. Sale of Fish Harvested will be in accordance with federal laws and provincial laws relating to sale, including, but not limited to, laws respecting health, safety, inspection, processing, packaging, storage, export, quality control, and labelling.

Harvest of Surplus Salmon

30. In any year, the Minister may determine whether there is a surplus of a species of salmon originating in the Snuneymuxw Fishing Area, the size of the surplus and access to that surplus.

31. The Joint Fisheries Management Committee may:

    a) recommend to the Minister procedures for the identification of a surplus and terms and conditions for the Harvest of the surplus; and

    b) provide advice to the Minister in respect of the size and disposition of the surplus.

32. The Minister may permit Snuneymuxw to Harvest some or all of the surplus salmon that originate in the Snuneymuxw Fishing Area, on reaching agreement with Snuneymuxw in respect of:

    a) the terms and conditions of the Harvest; and

    b) whether all or part of the harvest will be included in the determination of underages.

Fisheries Law Making Authority

33. Snuneymuxw Government may make laws consistent with the Final Agreement and the Snuneymuxw Harvest Document on the following matters:

    a) distribution of the Fish and Aquatic Plants Harvested under the Snuneymuxw Fishing Right among Snuneymuxw Citizens;

    b) designating persons to Harvest under the Snuneymuxw Fishing Right; and

    c) other Fish and Aquatic Plants matters as agreed to by the Parties.

34. In the event of a Conflict between a law made under paragraph 33 and a federal law or provincial law, the Snuneymuxw law will prevail to the extent of the Conflict.

35. Snuneymuxw Government may make laws consistent with the Final Agreement and the Snuneymuxw Harvest Document on the following matters:

    a) documenting those persons who are designated to Harvest Fish and Aquatic Plants under the Snuneymuxw Fishing Right; and

    b) other Fish and Aquatic Plants matters as agreed to by the Parties.

36. In the event of a Conflict between a law made under paragraph 35 and a federal law or provincial law, the federal law or provincial law will prevail to the extent of the Conflict.

Snuneymuxw Annual Fishing Plans

37. Every year, Snuneymuxw will develop a Snuneymuxw Annual Fishing Plan.

38. The Snuneymuxw Annual Fishing Plan will include the Snuneymuxw preference as to:

a) as appropriate, what stocks would be Harvested and in what amounts;

b) a description of the Fish and Aquatic Plants to be Harvested;

c) the location and timing of Harvests;

d) the method of Harvest, including the size, type, identification, marking and quantity of fishing gear and the manner in which it may be used;

e) the monitoring of Harvests, including notification, catch monitoring, identification and reporting of Harvest;

f) the distribution and transportation of Fish and Aquatic Plants Harvested under the Snuneymuxw Fishing Right;

g) enforcement of Snuneymuxw fisheries; and

h) other matters.

39. Snuneymuxw may set out provisions in a Snuneymuxw Annual Fishing Plan that Snuneymuxw wishes to be included in a Snuneymuxw Harvest Document.

40. Snuneymuxw will provide Snuneymuxw Annual Fishing Plans to the Minister and the Joint Fisheries Management Committee in a timely fashion.

41. Snuneymuxw Annual Fishing Plans will not be part of the Final Agreement.

Snuneymuxw Harvest Document

42. Each year, the Minister will issue a Harvest Document to Snuneymuxw in respect of the Snuneymuxw Fishing Right in a timely fashion. The Snuneymuxw Harvest Document will be consistent with the Final Agreement.

43. Canada or British Columbia will not charge any fee for a Snuneymuxw Harvest Document.

44. Where the Minister issues a Snuneymuxw Harvest Document, the Minister will take into account any recommendations of the Joint Fisheries Management Committee and the relevant Snuneymuxw Annual Fishing Plan that the Minister has received with respect to the Harvesting.

45. Where the provisions of a Snuneymuxw Harvest Document are significantly different from the provisions that the Joint Fisheries Management Committee recommended pursuant to subparagraph 3(h) in the Fisheries and Ocean Management Chapter and where those recommendations were received by the Minister before the Snuneymuxw Harvest Document was issued, the Minister will provide written reasons to Snuneymuxw for the differences.

46. Where the provisions of a Snuneymuxw Harvest Document are significantly different from the preferences made pursuant to paragraph 38 or provisions made pursuant to paragraph 39 and where the Snuneymuxw Annual Fishing Plan was received by the Minister before the Snuneymuxw Harvest Document was issued, the Minister will provide written reasons to Snuneymuxw for the differences.

47. If Snuneymuxw disagrees with a provision of the Snuneymuxw Harvest Document, Snuneymuxw may provide additional information to the Minister in writing.

48. The Minister will consider any additional information provided by Snuneymuxw pursuant to paragraph 47.

49. Where the Minister makes changes to a Snuneymuxw Harvest Document, the Minister will give notice and reasons, and where practical, discuss those changes with Snuneymuxw and the Joint Fisheries Management Committee in advance.

Documentation

50. The Final Agreement will provide for Snuneymuxw Government issuing documentation to Harvest Fish and Aquatic Plants under the Snuneymuxw Fishing Right to:

a) Snuneymuxw Citizens; and

b) vessels used by Snuneymuxw Citizens.

51. Where Allocations for Fish or Aquatic Plants have been established under the Final Agreement, the Snuneymuxw Government may issue documentation to Harvest those Fish or Aquatic Plants under the Snuneymuxw Fishing Right to:

a) persons who are not Snuneymuxw Citizens; and

b) vessels used by persons who are not Snuneymuxw Citizens.

52. Where no Allocation for Fish or Aquatic Plants has been established under the Final Agreement, the Snuneymuxw Government will not issue documentation to Harvest those Fish and Aquatic Plants under the Snuneymuxw Fishing Right to:

   a) persons who are not Snuneymuxw Citizens; or

   b) to vessels used by persons who are not Snuneymuxw Citizens.

53. Persons who Harvest Fish or Aquatic Plants under the Snuneymuxw Fishing Right or use a vessel to Harvest Fish or Aquatic Plants under the Snuneymuxw Fishing Right may be required by a federal law or provincial law or by a provision in a Harvest Document:

   a) to be designated by Snuneymuxw; and

   b) to carry documentation to establish that they are designated by Snuneymuxw and to produce that documentation on request by an authorized person.

54. Documentation issued by Snuneymuxw Government to a person who Harvests Fish and Aquatic Plants under the Snuneymuxw Fishing Right or to a vessel that is used to Harvest Fish and Aquatic Plants under the Snuneymuxw Fishing Right will:

   a) be in the English language, and, at the discretion of Snuneymuxw, in the Snuneymuxw dialect of the Hul'qumi'num language;

   b) include the name and address of the person or the operator of the vessel;

   c) if appropriate, include vessel identification;

   d) meet any requirements set out in the applicable Snuneymuxw Harvest Document; and

   e) be subject to paragraphs 33 and 35 of this Chapter.

55. The Final Agreement will not preclude Snuneymuxw Citizens from being designated by aboriginal people other than Snuneymuxw to Harvest Fish and Aquatic Plants under federal or provincial arrangements with those aboriginal people.

Enforcement

56. The Parties may negotiate agreements concerning enforcement of federal laws or provincial laws, or

Snuneymuxw laws, in respect of fisheries. These agreements will not be part of the Final Agreement, will not be a treaty or land claims agreement and will not recognize or affirm any rights.

57. Snuneymuxw laws made in accordance with this Chapter may be enforced by persons authorized to enforce federal, provincial or Snuneymuxw laws in respect of Fish and Aquatic Plants in British Columbia.

58 The Final Agreement will address enforcement issues in respect of Snuneymuxw fisheries.

Enhancement

59. Snuneymuxw may conduct, with the approval of the Minister and in accordance with federal laws or provincial laws, Enhancement Initiatives and Stewardship Activities in the Snuneymuxw Fishing Area.

60. The Final Agreement will provide that Snuneymuxw will have the right to Harvest any surpluses in the terminal area that result from an approved enhancement facility in which Snuneymuxw invest in, in the same proportion as the Snuneymuxw contribution to the total cost of the facility.

Snuneymuxw Participation in the General Commercial Fishery

61. On the Effective Date, Canada will issue two commercial salmon by gill net licences for Area E and one commercial crab by trap licence for Area H to Snuneymuxw.

62. Prior to the Final Agreement, the Parties will discuss and attempt to reach agreement on initiatives to increase the licence capacity of the Snuneymuxw to participate in the general commercial fishery. The Capital Transfer will be used for the acquisition of additional commercial fishing capacity.

63. Snuneymuxw commercial fishing licences and vessels will be subject to federal laws and provincial laws and will operate in commercial fisheries on the same basis as other commercial fishing licences in the same fishery.

New and Emerging Fisheries

64. Where the Minister determines opportunities exist for development of a new and emerging commercial fishery, Snuneymuxw will be eligible to participate in accordance with the terms and conditions established by the Minister for entry into that fishery.

65. The extent of the participation referred to in paragraph 64 will be consistent with the development of a framework by Canada and British Columbia related to new and emerging fisheries. The framework may reflect, among other factors, the nature of the new and emerging fishery, any share to be set aside

for the participation of other British Columbia aboriginal people, the location of the new and emerging fishery relative to any other British Columbia aboriginal peoples' harvest areas, and the interest of other British Columbia aboriginal people in participation in the fishery.

66. Prior to the Final Agreement, the Parties will negotiate and attempt to reach agreement on the process to determine the share to be set aside for Snuneymuxw participation in any new and emerging fisheries authorized by the Minister, and the process for inclusion of that share in a Snuneymuxw Harvest Agreement.

Commercial Harvest Agreement

67. On the Effective Date, Canada and Snuneymuxw may enter into a Snuneymuxw Harvest Agreement in respect of Fish.

68. A Snuneymuxw Harvest Agreement will be established under federal settlement legislation.

69. A Snuneymuxw Harvest Agreement and paragraphs 70 to 74 will not be part of the Final Agreement, will not be a treaty or land claims agreement and will not recognize or affirm any rights.

70. Between Agreement in Principle and Final Agreement, the Parties intend to negotiate a Harvest Agreement with respect to the issuance, by the Minister, of licenses to provide the Snuneymuxw with access to up to 0.3 percent of the Total Canadian Commercial Catch for Fraser River sockeye salmon. During the base years 1982-1997, 0.3 percent of the Total Canadian Commercial Catch for Fraser River sockeye salmon would have resulted in an annual average of approximately 20,000 Fraser River sockeye salmon. Except as otherwise provided in the Harvest Agreement, the licenses will have conditions comparable to those in the regular commercial fishery.

71. Any Snuneymuxw Harvest Agreement will:

a) include Snuneymuxw Fish Allocations comparable to the commercial fishing capacity acquired by Snuneymuxw;

b) be for a term of 25 years and be renewable on the same terms at the discretion of Snuneymuxw every 15 years for a further 25 years;

c) include provisions for the harvest and disposition of Fish, harvest monitoring, and fisheries management; and

d) include a dispute resolution process and a process for termination of the Snuneymuxw Harvest Agreement including a requirement for fair compensation.

72. The Minister will implement any Snuneymuxw Harvest Agreement by:

a) issuing licences to Snuneymuxw; or

b) other means under federal laws or provincial laws.

73. Fisheries under any Snuneymuxw Harvest Agreement will have the same priority as commercial fisheries in fisheries management decisions made by the Minister.

74. There will be no Snuneymuxw commercial fishery for a stock or species of Fish under a Snuneymuxw Harvest Agreement when other commercial fisheries directed at the same stock or species of Fish within the area described in the Harvest Agreement are closed.

FISHERIES AND OCEAN MANAGEMENT

Joint Fisheries Management Committee

1. The Parties will establish a Joint Fisheries Management Committee to facilitate co-operative planning of:

   a) Snuneymuxw fisheries;

   b) Snuneymuxw Enhancement Initiatives and Stewardship Activities;

   c) Snuneymuxw fisheries monitoring and enforcement activities;

   d) Snuneymuxw environmental protection activities associated with Fish and Fish habitat; and

   e) other matters by agreement of the Parties.

2. Subject to federal laws, provincial laws, and Snuneymuxw laws respecting access to information and privacy, the Parties will provide each other with access to information necessary to enable the Joint Fisheries Management Committee to facilitate co-operative planning.

3. In facilitating co-operative planning under paragraph 1, the Joint Fisheries Management Committee may:

   a) discuss publicly available information for existing and proposed commercial and other fisheries that could significantly affect Snuneymuxw fisheries;

   b) discuss publicly available information related to measures necessary for conservation, public health or public safety and that could significantly affect Snuneymuxw fisheries;

   c) discuss publicly available information related to proposed Enhancement Initiatives in the Snuneymuxw Fishing Area;

   d) discuss traditional knowledge with respect to fisheries;

   e) arrange for the collection and exchange of publicly available fisheries-related data;

   f) discuss possible provisions for a Snuneymuxw Annual Fishing Plan and Snuneymuxw Harvest Document;

g) review the Snuneymuxw Annual Fishing Plans;

h) recommend to the Minister provisions for a Snuneymuxw Harvest Document, taking into account Snuneymuxw preferences in respect of Harvest methods, timing and locations and other matters set out in the Snuneymuxw Annual Fishing Plans;

i) review Snuneymuxw proposals for Enhancement Initiatives and Stewardship Activities;

j) provide advice to the Minister and the Snuneymuxw concerning:

  i) Fish management in the Snuneymuxw Fishing Area,
  ii) Snuneymuxw fisheries,
  iii) fisheries outside the Snuneymuxw Fishing Area that could significantly affect Harvesting under the Snuneymuxw Fishing Right,
  iv) Fish habitat management and protection,
  v) escapement goals for salmon stocks in the Snuneymuxw Fishing Area,
  vi) Enhancement Initiatives conducted by the Snuneymuxw in the Snuneymuxw Fishing Area,
  vii) in-season amendments to Snuneymuxw Harvest Documents,
  viii) management of estuarine and marine areas, and
  ix) other matters provided for in the Final Agreement;

k) conduct a post season analysis to provide recommendations to the Snuneymuxw and the Minister regarding overages and underages;

l) communicate with other advisory bodies in respect of matters of mutual interest; and

m) carry out other activities as the Parties may agree.

4. The Joint Fisheries Management Committee will be comprised of one member from Canada, one member from British Columbia, and one member from Snuneymuxw, but additional representatives of a Party may participate in meetings to support or assist its member in carrying out that member's responsibilities on the Committee. The members of the Joint Fisheries Management Committee representing Snuneymuxw and Canada will have the lead role on matters in respect of fisheries managed by Canada. The members of the Joint Fisheries Management Committee representing Snuneymuxw and British Columbia will have the lead role on matters in respect of fisheries managed by British Columbia.

5. The Joint Fisheries Management Committee will operate on a consensus basis. If there is no consensus, each member of the Joint Fisheries Management Committee may submit recommendations or advice to the Minister.

6. Where the Minister receives a written recommendation or advice from the Joint Fisheries Management Committee or pursuant to paragraph 5, from the Snuneymuxw member of that Committee for any matter not related to a Snuneymuxw Harvest Document, the Minister will review the recommendation or advice and provide a written response to the Joint Fisheries Management Committee and Snuneymuxw.

7. If a regional fisheries committee is established for aboriginal fisheries in an area which includes all or part of the Snuneymuxw Fishing Area, and that committee performs functions similar to those of the Joint Fisheries Management Committee, the Parties may agree that some of the functions of the Joint Fisheries Management Committee may be performed by the regional fisheries committee and, if necessary, will amend the description of the functions of the Joint Fisheries Management Committee in accordance with the amendment provisions of the Final Agreement.

8. Between Agreement-in-Principle and Final Agreement, the Parties will negotiate and attempt to reach agreement on a Treaty Related Measure to:

   a) develop draft terms of reference, including a dispute resolution process for a process to simulate the Joint Fisheries Management Committee;

   b) operate this process for an interim period on a trial basis under the draft terms of reference;

   c) draft provisions of a Harvest Agreement for the Treaty Related Measure;

   d) implement on a trial basis the provisions of the interim Harvest Agreement;

   e) implement provisions of this Agreement respecting the Snuneymuxw Annual Fishing Plan on a trial basis;

   f) implement the provisions of this Agreement respecting the Snuneymuxw Harvest Document on a trial basis; and

   g) undertake other activities agreed to by the Parties.

9. The Parties acknowledge that the activities contemplated under paragraph 8 in the Treaty Related Measure may inform the negotiations of the Fisheries Chapter for the Final Agreement.

Marine Protected Areas

10. Canada will Consult with Snuneymuxw when Canada proposes to establish or terminate, or change the boundaries of, a Marine Protected Area that is wholly or partially within the Snuneymuxw Fishing Area.

11. Snuneymuxw may recommend in writing that Canada establish or terminate or change the boundaries of a Marine Protected Area that is wholly or partially within the Snuneymuxw Fishing Area.

12. Where Snuneymuxw make a written recommendation, pursuant to paragraph 11, to establish or terminate or change the boundaries of a Marine Protected Area that is wholly or partially within the Snuneymuxw Fishing Area, Canada will review the recommendation and provide a written response.

Development, Exploration and Major Projects

13. Where Canada proposes to permit, approve or authorize a mineral development, oil or gas development, pipeline project, bridge, or other similar project that is wholly or partially within the Snuneymuxw Fishing Area, Snuneymuxw participation in the process will be as set out in the Environmental Assessment and Protection Chapter.

Nanaimo River Estuary

14. Prior to the Final Agreement, the Parties will negotiate a key role for the Snuneymuxw in the development and implementation of an Estuary Management Plan for the Nanaimo River Estuary.

PARKS AND PROTECTED AREAS

1. Petroglyph Provincial Park will be transferred to Snuneymuxw for use as a park with principles of management to be negotiated in the Final Agreement, including protection of ecological integrity, cultural values, continued public access and enjoyment of the area and assured protection of park status in the treaty.

2. Snuneymuxw will be able to carry out their non-commercial, traditional harvesting practices other than fishing and hunting, within provincial parks located within an area to be set out in the Final Agreement, subject to park management, planning, public health and safety and conservation principles.

3. Snuneymuxw may participate in any public park management planning processes for an area to be set out in the Final Agreement.

4. Any changes to the classification of parks, protected areas or ecological reserves or additions to parks and protected areas or ecological reserves within an area to be set out in the Final Agreement will be done in consultation with Snuneymuxw.

5. The Final Agreement will address issues of how Snuneymuxw culture and history will be interpreted and depicted in parks within an area to be set out in the Final Agreement.

Newcastle Island Provincial Marine Park

6. Prior to the Final Agreement, the Parties will negotiate and attempt to reach agreement respecting Newcastle Island Provincial Marine Park on:

   a) the long-term future of the park;

   b) a right of consent respecting removal of class A park status in order to protect park status; and

   c) developing options for park planning and operation.

SNUNEYMUXW TREATY NEGOTIATIONS

WITHOUT PREJUDICE **CONSULTATION DRAFT** **February 19, 2003**

HERITAGE, CULTURE AND ARTIFACTS

General

1. The Parties acknowledge the integral role of Snuneymuxw Artifacts in the continuation of Snuneymuxw culture, values and traditions, whether those artifacts are held by the Snuneymuxw, Canada, or British Columbia.

2. The Parties will continue to discuss between Agreement-in-Principle and Final Agreement the undocumented Coast Salish collections held by British Columbia and Canada, and Snuneymuxw will continue to have access to these collections, as set out in the Final Agreement.

Canadian Museum of Civilization

3. The Final Agreement will include two appendices that will set out all artifacts in the permanent collection of the Canadian Museum of Civilization on the Effective Date that have been identified as Snuneymuxw Artifacts and will consist of:

   a) an appendix to be called Snuneymuxw List (CMC) that will set out items to be transferred to Snuneymuxw; and

   b) an appendix to be called Canadian Museum of Civilization List that will set out items remaining with the Canadian Museum of Civilization.

4. Prior to Final Agreement, Canada and Snuneymuxw will negotiate and attempt to reach agreement on the contents of the two appendices referred to in paragraph 3.

5. Prior to Final Agreement, if an artifact is identified as being a Snuneymuxw Artifact, it will be added to the Canadian Museum of Civilization List, or if Canada and Snuneymuxw agree, it will be added to the Snuneymuxw List (CMC).

6. The Canadian Museum of Civilization will transfer to the Snuneymuxw without condition all its legal interests in, and possession of, the Snuneymuxw Artifacts set out in the Snuneymuxw List (CMC):

   a) as soon as practicable following a request by the Snuneymuxw;

   b) if there is no request by the Snuneymuxw, five years after the Effective Date or the date that the artifact was included in the Snuneymuxw List (CMC), whichever date is later; or

c) by any other date agreed to by the Canadian Museum of Civilization and the Snuneymuxw.

7. The Canadian Museum of Civilization:

a) will continue to hold the Snuneymuxw Artifacts set out in the Snuneymuxw List (CMC) under the same terms and conditions as they are held on the Effective Date, until they are transported to the Snuneymuxw;

b) will not be liable for any loss or damage to those Snuneymuxw Artifacts unless the loss or damage results from dishonesty, gross negligence, or malicious or willful misconduct of its employees or agents; and

c) will determine the transportation arrangements for, and will transport, those Snuneymuxw Artifacts in accordance with the prevailing practices of the Canadian Museum of Civilization for transportation of artifacts to museums.

8. If, after the Effective Date:

a) a Snuneymuxw Artifact is permanently acquired by the Canadian Museum of Civilization; or

b) it is determined under paragraph 3 by CMC and Snuneymuxw that another artifact in the collection of the Canadian Museum of Civilization is a Snuneymuxw Artifact,

the artifact will be added to the Canadian Museum of Civilization List or, if the Canadian Museum of Civilization and the Snuneymuxw agree, to the Snuneymuxw List (CMC).

9. If it is determined by Canada and Snuneymuxw under paragraph 3 that an artifact set out in the Snuneymuxw List (CMC) is not a Snuneymuxw Artifact:

a) the artifact will be removed from the Snuneymuxw List (CMC); and

b) unless the Snuneymuxw and Canada otherwise agree, the Snuneymuxw will transfer its legal interests in, and possession of, the artifact to the Canadian Museum of Civilization.

10. If it is determined by Canada and Snuneymuxw under paragraph 3 that an artifact set out in the Canadian Museum of Civilization List is not a Snuneymuxw Artifact, the artifact will be removed from the Canadian Museum of Civilization List.

11. Snuneymuxw and the Canadian Museum of Civilization will share possession of the Snuneymuxw Artifacts set out in the Canadian Museum of Civilization List in accordance with any custodial agreements negotiated under paragraph 13.

12. The Canadian Museum of Civilization is responsible for the care, maintenance, and preservation of the Snuneymuxw Artifacts listed in the Canadian Museum of Civilization List, in accordance with resources available to the Canadian Museum of Civilization for those activities and any custodial agreements negotiated under paragraph 13.

13. From time to time, at the request of Snuneymuxw or the Canadian Museum of Civilization, Snuneymuxw and the Canadian Museum of Civilization will negotiate and attempt to reach custodial agreements in respect of Snuneymuxw Artifacts listed in the Canadian Museum of Civilization List.

14. Custodial agreements under paragraph 13 will:

    a) respect Snuneymuxw laws and practices relating to Snuneymuxw Artifacts; and

    b) comply with federal laws and provincial laws and the statutory mandate of the Canadian Museum of Civilization.

15. Custodial agreements under paragraph 13 may set out:

    a) the Snuneymuxw Artifacts to be in the possession of Snuneymuxw and those to be in the possession of the Canadian Museum of Civilization;

    b) conditions of maintenance, storage, and handling of the Snuneymuxw Artifacts;

    c) conditions of access to and use, including study, display, and reproduction, of the Snuneymuxw Artifacts and associated records by the public, researchers, and scholars;

    d) provisions for incorporating new information into catalogue records and displays of the Snuneymuxw Artifacts; and

    e) provisions for enhancing public knowledge about Snuneymuxw through the participation of Snuneymuxw Citizens in public programs and activities at the Canadian Museum of Civilization.

16. The Canadian Museum of Civilization agrees to consult Snuneymuxw, in accordance with current practices, on exhibits or loans for exhibits, proposed to take place between Agreement-in-Principle and Final Agreement, utilizing Snuneymuxw materials.

Royal British Columbia Museum

17. The Final Agreement will include two appendices that will set out all artifacts in the permanent collection of the Royal British Columbia Museum on the Effective Date that have been identified as Snuneymuxw Artifacts and will consist of:

    a) an appendix to be called Snuneymuxw List (RBCM) that will set out items to be transferred to Snuneymuxw; and

    b) an appendix to be called Royal British Columbia Museum List that will set out items remaining with the Royal British Columbia Museum.

18. Prior to Final Agreement, British Columbia and Snuneymuxw will negotiate and attempt to reach agreement on the contents of the two appendices referred to in paragraph 17.

19. The Snuneymuxw List (RBCM) and the Royal British Columbia Museum List set out all artifacts in the permanent collection of the Royal British Columbia Museum that have been identified as Snuneymuxw Artifacts and include:

    a) items to be transferred to Snuneymuxw; and

    b) items remaining with the Royal British Columbia Museum.

20. British Columbia will transfer to Snuneymuxw without condition all its legal interests in, and possession of, the Snuneymuxw Artifacts set out in the Snuneymuxw List (RBCM):

    a) as soon as practicable following a request by Snuneymuxw;

    b) if there is no request by Snuneymuxw, five years after the Effective Date or the date that the artifact was included in the Snuneymuxw List (RBCM), whichever date is later; or

    c) by another date agreed to by British Columbia and Snuneymuxw.

21. The Royal British Columbia Museum:

    a) will continue to hold the Snuneymuxw Artifacts set out in the Snuneymuxw List (RBCM) under the same terms and conditions as they are held on the Effective Date, until they are transported to Snuneymuxw;

b) will not be liable for any loss or damage to those Snuneymuxw Artifacts unless the loss or damage results from dishonesty, gross negligence, or malicious or willful misconduct of its employees or agents; and

c) will determine the transportation arrangements for, and will transport, those Snuneymuxw Artifacts in accordance with the prevailing practices of the Royal British Columbia Museum for transportation of artifacts to museums, or under other arrangements as agreed to by Snuneymuxw and Royal British Columbia Museum.

22. If Snuneymuxw or British Columbia considers that there may be an error in the determination of whether an artifact:

a) set out in the Snuneymuxw List (RBCM); or

b) in the permanent collection of the Royal British Columbia Museum, including an artifact set out in the Royal British Columbia Museum List,

is a Snuneymuxw Artifact, they will endeavor to determine whether the artifact is a Snuneymuxw Artifact.

23. A disagreement in respect of a determination under paragraph 22 of whether an artifact is a Snuneymuxw Artifact is a disagreement within the meaning of the Dispute Resolution Chapter.

24. If, after the Effective Date, a Snuneymuxw non-archeological artifact is permanently acquired by the Royal British Columbia Museum, the artifact will be included in the Royal British Columbia Museum List or, where the Royal British Columbia Museum and Snuneymuxw agree, will be transferred to Snuneymuxw in accordance with this Chapter.

25. If it is determined after the Effective Date under paragraph 17 of this Chapter that another artifact in the collection of the Royal British Columbia Museum on the Effective Date is a Snuneymuxw Artifact, the artifact will be included in the Royal British Columbia Museum List or transferred to Snuneymuxw in accordance with this Chapter.

26. The Royal British Columbia Museum and Snuneymuxw may enter into mutually agreeable custodial arrangements for Snuneymuxw Artifacts that remain at the Royal British Columbia Museum, which include, but are not limited to, the following:

a) time limits for the provision of information requested;

b) loans from Royal British Columbia Museum collections;

c) conditions of maintenance, storage and handling of Snuneymuxw cultural materials and artifacts in Royal British Columbia Museum collections;

d) conditions of access to and use, including study, display and reproduction, of Snuneymuxw cultural materials and artifacts and associated records in Royal British Columbia Museum collections, by the public, researchers and scholars;

e) provisions for sharing of information and incorporating new information into catalogue records and displays of Snuneymuxw cultural materials and artifacts in Royal British Columbia Museum collections; and

f) conditions for deaccessioning Snuneymuxw cultural materials and artifacts in Royal British Columbia Museum collections.

27. Arrangements under paragraph 26 will comply with federal laws and provincial laws, and the statutory mandate of the Royal British Columbia Museum.

28. Between Agreement-in-Principle and Final Agreement, and in accordance with current policy, the Royal British Columbia Museum will not loan any further Snuneymuxw Artifacts without Snuneymuxw's consent.

Other Collections

29. Canada and British Columbia will make reasonable efforts to facilitate Snuneymuxw access to Snuneymuxw Artifacts in other collections.

Heritage Sites

30. Snuneymuxw may develop processes, comparable to British Columbia processes, to manage Heritage Sites on Snuneymuxw Treaty Land in order to preserve Snuneymuxw and other heritage values associated with those sites from proposed land and resource activities that may affect those sites.

31. Prior to the Final Agreement, the Parties will discuss how Snuneymuxw's interests in the management of Heritage Sites, which are relevant to Snuneymuxw off Snuneymuxw Treaty Land, will be addressed.

32. If, after the Effective Date, any Snuneymuxw Archeological Artifact recovered from a Snuneymuxw

Heritage Site outside Snuneymuxw Treaty Land comes into the permanent possession or under the control of British Columbia or Canada, British Columbia or Canada will transfer the artifact to Snuneymuxw, unless otherwise agreed to by British Columbia or Canada and Snuneymuxw.

Place Names

33. Subject to provincial policy and procedures, British Columbia will name or rename in the Snuneymuxw language the key geographic features set out in the Final Agreement.

34. British Columbia will also record Snuneymuxw names and historic background information in the British Columbia Geographic Names database for the geographic features that are set out in the Final Agreement in accordance with provincial policy and procedures.

Snuneymuxw Ancient Human Remains

35. Subject to federal laws and provincial laws, any Snuneymuxw ancient human remains removed from Snuneymuxw Heritage Sites will be returned to Snuneymuxw.

SNUNEYMUXW TREATY NEGOTIATIONS

WITHOUT PREJUDICE **CONSULTATION DRAFT** **February 19, 2003**

ENVIRONMENTAL ASSESSMENT & PROTECTION

Environmental Assessment

1. Snuneymuxw may participate in established environmental assessment processes for proposed projects that may have adverse effects on Snuneymuxw Treaty Land or on Snuneymuxw interests set out in the Final Agreement.

2. Any project on Snuneymuxw Treaty Land that is subject to federal or provincial environmental assessments will require Snuneymuxw approval.

Environmental Protection

3. Snuneymuxw may make environmental protection laws, applicable on Snuneymuxw Treaty Land, as set out in the Final Agreement.

4. In the event of a Conflict between a Snuneymuxw environmental protection law and a federal law or provincial law, the federal law or provincial law will prevail to the extent of the Conflict.

FEDERAL PUBLIC ADVISORY PROCESS

1. Where a federal public land or resource advisory or management process exists or is established for an area that consists primarily of the area set out in Appendix C, Canada will provide for Snuneymuxw participation in the process on the same basis as other participants.

2. Where a federal public land or resource advisory or management process exists or is established for an area that does not consist primarily of the area set out in Appendix C, but includes all or part of the area set out in Appendix C, the Minister will determine whether Snuneymuxw will participate in the process on the same basis as other participants or will be represented in the process along with other First Nations.

3. Notwithstanding paragraphs 1 and 2, Canada may proceed without Snuneymuxw participation.

4. The design, establishment and termination of a federal public land or resource advisory or management process will be at the sole discretion of the Minister.

GOVERNANCE

Snuneymuxw Self-Government

1. Snuneymuxw will have the authority to make laws as set out in the Final Agreement.

2. Snuneymuxw Government, as provided for under the Snuneymuxw Constitution and the Final Agreement, will be the government of Snuneymuxw.

3. In accordance with the General Provisions Chapter, Snuneymuxw Government will operate within the framework of the Constitution of Canada, including the *Canadian Charter of Rights and Freedoms*.

4. Under the Final Agreement, the *Indian Act* will not apply to Snuneymuxw, Snuneymuxw Government, and Snuneymuxw Citizens except as set out in the *Indian Act* Transition Chapter.

5. Snuneymuxw Government will act in accordance with:

    a) the Final Agreement;

    b) Snuneymuxw laws, including the Snuneymuxw Constitution; and

    c) the Governance Agreement.

Governance Agreement

6. On the Effective Date, the Parties will enter into a Snuneymuxw Governance Agreement.

7. The Snuneymuxw Governance Agreement will not be part of the Final Agreement, will not be a treaty or land claims agreement and will not recognize or affirm any aboriginal or treaty rights.

Snuneymuxw Constitution

8. Snuneymuxw will have a Constitution, consistent with the Final Agreement, which will provide:

    a) for a democratically elected Snuneymuxw Government, including its duties, composition, and membership;

    b) that Snuneymuxw Government will be democratically accountable with elections at least every five years;

c) for financial administration comparable to standards generally accepted for governments of similar size in Canada;

d) for conflict of interest rules comparable to those generally accepted for governments in Canada;

e) for recognition and protection of rights and freedoms of Snuneymuxw Citizens;

f) that every person who is enrolled under the Final Agreement is entitled to be a Snuneymuxw Citizen;

g) that the Final Agreement sets out the authority of Snuneymuxw Government to make laws;

h) the process for the enactment of laws by Snuneymuxw Government;

i) for challenging the validity of other Snuneymuxw laws;

j) that the Snuneymuxw Constitution prevails over other Snuneymuxw laws;

k) for the establishment of Snuneymuxw Public Institutions;

l) for conditions under which the Snuneymuxw may dispose of land or interests in lands;

m) for Snuneymuxw Government from the Effective Date until the first elected Snuneymuxw Government;

n) for amendment of the Snuneymuxw Constitution; and

o) for other provisions.

9. The Snuneymuxw Constitution, once ratified in accordance with the Final Agreement, will come into force on the Effective Date.

Snuneymuxw Government Structure

10. Snuneymuxw Government consists of elected members as set out in the Snuneymuxw Constitution.

Snuneymuxw Elections

11. Elections for Snuneymuxw Government will be held in accordance with the Snuneymuxw Constitution and other Snuneymuxw laws.

Appeal and Review of Administrative Decisions

12. Snuneymuxw Government will establish processes for appeal or review of administrative decisions made by Snuneymuxw Government or Snuneymuxw Public Institutions.

13. The Supreme Court of British Columbia will have jurisdiction to hear appeals or reviews of administrative decisions of Snuneymuxw Government or Snuneymuxw Public Institutions.

Registry of Laws

14. Snuneymuxw Government will:

a) maintain a public registry of Snuneymuxw laws in the English language and, at the discretion of Snuneymuxw Government, in the Snuneymuxw dialect of the Hul'qumi'num language; and

b) provide Canada and British Columbia with copies of Snuneymuxw laws.

Individuals who are not Snuneymuxw Citizens

15. Snuneymuxw Government will Consult with individuals residing on or having a property interest in Snuneymuxw Treaty Land who are not Snuneymuxw Citizens regarding proposed Snuneymuxw Government decisions that may directly affect the rights or interests of those individuals.

16. The Final Agreement will provide for participation in Snuneymuxw Government and Snuneymuxw Public Institutions by individuals residing on or having a property interest in Snuneymuxw Treaty Land who are not Snuneymuxw Citizens.

17. Snuneymuxw will provide that individuals residing on or having a property interest in Snuneymuxw Treaty Land who are not Snuneymuxw Citizens will have access to the appeal and review procedures under paragraphs 12 and 13.

Transitional Provisions

18. The Parties will negotiate provisions in the Final Agreement for transition from Snuneymuxw First Nation governance under the *Indian Act* to Snuneymuxw Government.

Snuneymuxw Law-Making Authority

19. The Parties will negotiate the nature and scope of each Snuneymuxw law-making authority to be set out in the Final Agreement, including to whom Snuneymuxw laws apply, and where and when Snuneymuxw laws apply.

20. The Final Agreement will set out the relationship of laws to govern Conflicts between Snuneymuxw laws and federal laws or provincial laws.

21. In addition to law-making authorities provided for in other Chapters in this Agreement, the Parties may negotiate Snuneymuxw law-making authorities with respect to:

    a) adoption of Snuneymuxw children, provided that Snuneymuxw laws include provisions to ensure that the best interests of the child are paramount;

    b) regulation, administration, and Snuneymuxw expropriation of Snuneymuxw Treaty Land;

    c) Snuneymuxw culture, Snuneymuxw language, and Snuneymuxw cultural property but not intellectual property or official languages of Canada;

    d) Snuneymuxw assets on Snuneymuxw Treaty Land;

    e) Snuneymuxw membership provided that Snuneymuxw laws do not deal with Canadian citizenship, entry into Canada, or registration under the *Indian Act;*

    f) management, operation, and financial administration of Snuneymuxw Government;

    g) aspects of preschool to grade 12 education provided by Snuneymuxw on Snuneymuxw Treaty Land which laws would include provisions for curriculum, examination, and other standards that permit transfers of students between school systems at a similar level of achievement and permit entry of students to the provincial post-secondary systems on the same basis as other British Columbians; and

    h) aspects of child and family services provided by Snuneymuxw on Snuneymuxw Treaty Land which laws would include standards comparable to provincial standards for the safety and well-being of children and families.

22. Snuneymuxw law-making authority will not include criminal laws or criminal procedure.

CAPITAL TRANSFER AND NEGOTIATION LOAN REPAYMENT

Capital Transfer

1. The Capital Transfer from Canada and British Columbia to Snuneymuxw will be $64.065 million and will be paid in accordance with the provisions of this Chapter.

2. On the Effective Date, Canada and British Columbia will transfer to Snuneymuxw the first payment of the final schedule of payments pursuant to paragraph 3 of the Capital Transfer and Negotiation Loan Repayment Chapter which will include:

   a) $1 million to be used by Snuneymuxw for the acquisition of land for sites of special significance; and

   b) $2.5 million to be used by Snuneymuxw for the acquisition of land that will be held by Snuneymuxw in fee simple.

3. A provisional schedule of payments will be negotiated prior to the initialling of the Final Agreement such that:

   a) the timing and amounts of payments in the provisional schedule of payments will provide for a first payment to Snuneymuxw on the Effective Date and subsequent payments on each anniversary of the Effective Date;

   b) the net present value of the amounts listed in the provisional schedule of payments will equal the amount set out in paragraph 1; and

   c) the net present value of the amounts listed in the provisional schedule of payments will be calculated using as a discount rate the most recent and appropriate Consolidated Revenue Fund Lending Rate available prior to the initialling of the Final Agreement from the Department of Finance, Canada, less one-eighth of one percent.

4. A final schedule of payments will be determined three months prior to or as soon as the Effective Date is known, whichever date is closest to the Effective Date, in accordance with the following formula:

$$\text{Final Amount} = \text{Provisional Amount X}\left(\frac{\text{Effective Date FDDIPI}}{\text{4thQ 2002 FDDIPI}}\right)$$

Where,

"Final Amount" refers to each amount in the final schedule of payments;

"Provisional Amount" refers to the corresponding amount in the provisional schedule of payments;

"Effective Date FDDIPI" refers to the value of the Canada Final Domestic Demand Implicit Price Index (FDDIPI) for the quarter prior to the Effective Date;

"4th Q 2002 FDDIPI" refers to the value of the Canada FDDIPI for the 4th quarter of the year 2002;

the Effective Date FDDIPI and 4th Q 2002 FDDIPI values used will be the latest published values available from Statistics Canada three months prior to or as soon as the Effective Date is known, whichever date is closest to the Effective Date.

5. British Columbia and, subject to paragraph 13, Canada will make payments to Snuneymuxw in accordance with the final schedule of payments determined in accordance with paragraph 4.

6. Notwithstanding paragraph 1, if, prior to the Final Agreement, and as a result of a Treaty Related Measure among the Parties, Canada or British Columbia acquires private land on a willing-seller and willing-buyer basis on behalf of Snuneymuxw under sub-paragraph 1 (e) of the Land Chapter, or commercial fishing capacity on behalf of Snuneymuxw under paragraphs 62 or 70 of the Fisheries Chapter, the Capital Transfer amount in paragraph 1 will be reduced by the cost of any acquisition.

7. Notwithstanding paragraph 1, if, prior to the Final Agreement, Canada acquires federal surplus Crown land or federal property on behalf of Snuneymuxw, the Capital Transfer in paragraph 1 will be reduced by the cost of any acquisition.

Revenue Sharing

8. Prior to the Final Agreement, the Parties will negotiate and attempt to reach agreement on sharing of agreed-upon revenues from Canada in British Columbia and revenues from British Columbia with Snuneymuxw.

Negotiation Loan Repayment

9. On the date of the initialling of the Final Agreement, Canada will determine the outstanding amount of negotiation loans made by Canada to Snuneymuxw, including any interest that may have accrued to that date, in accordance with First Nation Negotiation Support Agreements.

10. At the same time, Canada will prepare a provisional schedule for the repayment of the outstanding negotiation loan amount referred to in paragraph 9, such that the repayments will be proportional to the provisional schedule of payments referred to in paragraph 3.

11. This provisional schedule will use an interest rate equal to the discount rate referred to in subparagraph 3(c).

12. A final schedule of loan repayment amounts will be determined three months prior to or as soon as the Effective Date is known, whichever date is closest to the Effective Date, by:

    a) determining the amount of any additional negotiation loans made by Canada to Snuneymuxw after the initialling of the Final Agreement and prior to the Effective Date, and any further interest that may have accrued in respect of any negotiation loans, in accordance with First Nation Negotiation Support Agreements; and

    b) pro-rating the additional amount in subparagraph 12(a) over the provisional repayment schedule.

13. Canada may deduct any amounts due pursuant to the final schedule of loan repayments referred to in paragraph 12 from Capital Transfer payments payable to Snuneymuxw in accordance with paragraph 5.

14. Snuneymuxw may pay to Canada, in advance and on account, without bonus or penalty, amounts that will be credited against the loan repayment amounts set out in paragraph 12.

TAXATION

Snuneymuxw Capital

1. A transfer, or recognition of ownership, under the Final Agreement, of Snuneymuxw Capital will not be taxable.

2. For the purposes of the *Income Tax Act* and the *Income Tax Act (British Columbia)*, Snuneymuxw Capital transferred to, or recognized as owned by, Snuneymuxw under this Agreement will be deemed to have been acquired by Snuneymuxw on the latest of the Effective Date, the date of transfer or the date of recognition, at a cost equal to its fair market value on that date.

INDIAN ACT TRANSITION

1. The *Indian Act* will not apply to Snuneymuxw, Snuneymuxw Government and Snuneymuxw Citizens except for:

   a) determining registration as an Indian;

   b) the estates of Snuneymuxw individuals, who die prior to the Effective Date, that are administered under the *Indian Act* as of the Effective Date; and

   c) the estates of Snuneymuxw children or other Snuneymuxw individuals whose property is administered under the *Indian Act* as of the Effective Date.

2. The Final Agreement will set out transitional provisions in respect of Snuneymuxw First Nation bylaws.

3. The Final Agreement will set out transitional provisions for the operation of Snuneymuxw Government from the Effective Date until the first elections are held in accordance with the Final Agreement and the Snuneymuxw Constitution.

4. Snuneymuxw will replace the Snuneymuxw First Nation, and all of the rights, titles, interests, assets, obligations, and liabilities of the Snuneymuxw First Nation will vest in Snuneymuxw.

Section 87 Exemption

5. Prior to the Final Agreement, the Parties agree to negotiate transitional tax measures to address the fact that Section 87 of the *Indian Act* will no longer apply after the Effective Date.

6. These transitional tax measures will be negotiated in a way that provides a reasonably comparable effect to transitional tax measures in other land claim or self-government agreements-in-principle, or in other land claim or self-government final agreements negotiated with other aboriginal groups in British Columbia.

ELIGIBILITY AND ENROLMENT

Snuneymuxw Eligibility Criteria

1. An individual will be eligible for enrolment under the Snuneymuxw Final Agreement if that person:

   a) is a member or is eligible to be a member of the Snuneymuxw First Nation on the day before the Effective Date;

   b) is a person who is accepted by Snuneymuxw as Snuneymuxw based on criteria to be identified by Snuneymuxw prior to the Final Agreement and agreed upon by the Parties for the purposes of enrolment and ratification of the Final Agreement; or

   c) is a descendant of a person in 1 (a) or 1 (b).

2. Enrolment under the Final Agreement will not:

   a) confer or deny rights of entry into Canada, Canadian citizenship, the right to be registered as an Indian under the *Indian Act*, or any of the rights or benefits under the *Indian Act*; or

   b) except as set out in the Final Agreement, or in any federal law or provincial law, impose any obligation on Canada or British Columbia to provide rights or benefits.

Other Land Claims Agreements

3. An individual who is a member of an aboriginal group that is a signatory to a treaty or who is a beneficiary under another treaty or land claims agreement in Canada, other than the Douglas Treaty, will not be enrolled under the Snuneymuxw Final Agreement.

Snuneymuxw Enrolment Committee

4. Snuneymuxw will establish the Snuneymuxw Enrolment Committee to be responsible for the Snuneymuxw enrolment process.

5. During the initial enrolment period the Snuneymuxw Enrolment Committee will:

   a) establish procedures and set time limits;

b) consider and decide each enrolment application based on the eligibility criteria;

c) maintain, as a public document, an enrolment register;

d) amend the enrolment register to take into account decisions of the Snuneymuxw Enrolment Appeal Board;

e) report on the enrolment process to the Parties; and

f) comply with other requirements as set out in the Final Agreement.

Snuneymuxw Enrolment Appeal Board

6. The Parties will establish the Snuneymuxw Enrolment Appeal Board with representation of each of the Parties to be responsible for the enrolment appeal process set out in the Final Agreement.

7. The Snuneymuxw Enrolment Appeal Board will consider and decide appeals from decisions of the Snuneymuxw Enrolment Committee.

8. Decisions of the Snuneymuxw Enrolment Appeal Board are subject to judicial review in the Supreme Court of British Columbia.

Costs

9. Canada and British Columbia will provide an agreed amount of funding during the initial enrolment period for the Snuneymuxw Enrolment Committee and Enrolment Appeal Board.

Transition

10. The Final Agreement will set out the process for Snuneymuxw to assume responsibility for the enrolment process.

IMPLEMENTATION

General

1. The Parties will, prior to the initialling of the Final Agreement, conclude an implementation plan that will take effect on the Effective Date of the Final Agreement, and have a term of 10 years.

Implementation Plan

2. The implementation plan will:

   a) identify the obligations in the Final Agreement, the activities to be undertaken to fulfill these obligations, the responsible Party(s) and when the activities will be completed;

   b) specify how the implementation plan may be amended;

   c) specify how the implementation plan may be renewed or extended; and

   d) address other matters agreed to by the Parties.

3. The implementation plan will not:

   a) form part of the Final Agreement;

   b) be a treaty or land claims agreement;

   c) recognize or affirm aboriginal or treaty rights, within the meaning of sections 25 or 35 of the *Constitution Act, 1982*;

   d) create legal obligations;

   e) alter any rights or obligations set out in the Final Agreement;

   f) preclude any Party from asserting that rights or obligations exist under the Final Agreement even though they are not referred to in the implementation plan; and

   g) be used to interpret the Final Agreement.

Implementation Working Group

4. The Parties agree to establish a tripartite implementation working group during Final Agreement negotiations which will:

   a) be responsible for the development of an implementation plan prior to the initialling of the Final Agreement; and

   b) be responsible for the development of a list of activities that the Parties must complete by the Effective Date of the Final Agreement.

Implementation Committee

5. On the Effective Date of the Final Agreement, the Parties will establish a tripartite implementation committee.

6. The implementation committee will have a term of 10 years which may be renewed or extended upon agreement by the Parties.

7. The Parties will each appoint one representative to the implementation committee.

8. The implementation committee will:

   a) establish its own procedures and operating guidelines;

   b) develop a communications strategy in respect of the implementation and content of the Final Agreement;

   c) provide a forum for the Parties to discuss the implementation of the Final Agreement;

   d) provide for the preparation of annual reports on the implementation of the Final Agreement; and

   e) prior to the expiry of the implementation plan, advise the Parties on the further implementation of the Final Agreement and recommend whether the implementation plan may be renewed or extended.

APPROVAL OF THE AGREEMENT-IN-PRINCIPLE

1. The federal and provincial Chief Negotiators and the Snuneymuxw First Nation Chief and Council will jointly recommend in writing to their respective principals approval of this Agreement and a time frame for carrying out the approval process.

2. Snuneymuxw will have approved this Agreement when it is signed by the person authorized by Snuneymuxw after a community process.

3. Canada will have approved this Agreement when it is signed by a Minister authorized to do so by the federal Cabinet.

4. British Columbia will have approved this Agreement when it is signed by a Minister authorized to do so by the Lieutenant Governor-in-Council.

RATIFICATION OF THE FINAL AGREEMENT

General

1. The Final Agreement will not be legally binding until ratified by all of the Parties in accordance with the Final Agreement.

2. The Final Agreement will be submitted to the Parties for ratification as set out in the Final Agreement after it has been initialled by each Chief Negotiator.

Ratification by Snuneymuxw

3. The Parties will establish a Ratification Committee with representation of each of the Parties to be responsible for the Snuneymuxw ratification process, including preparing a list of eligible voters, as set out in the Final Agreement.

4. Ratification of the Final Agreement by Snuneymuxw requires:

   a) that Snuneymuxw voters have a reasonable opportunity to review the Final Agreement;

   b) a vote, by way of a secret ballot, in favour of the Final Agreement by a majority of eligible voters;

   c) ratification of the Snuneymuxw Constitution through the process set out in the Final Agreement; and

   d) the Final Agreement be signed by the authorized representative of Snuneymuxw.

Ratification by Canada

5. Ratification of the Final Agreement by Canada requires:

   a) the Final Agreement be signed by a Minister authorized by the federal Cabinet; and

   b) the coming into force of federal settlement legislation giving effect to the Final Agreement.

Ratification by British Columbia

6. Ratification of the Final Agreement by British Columbia requires:

   a) that the Final Agreement be signed by a Minister authorized to do so; and

   b) the coming into force of provincial settlement legislation giving effect to the Final Agreement.

DISPUTE RESOLUTION

1. The Final Agreement will set out a dispute resolution process for:

   a) disputes over interpretation, application, implementation and alleged breaches of the Final Agreement; and

   b) other matters identified in the Final Agreement.

2. The Parties share the following objectives to avoid disputes:

   a) to co-operate and develop respectful working relationships; and

   b) to identify disagreements and issues early, efficiently, and resolve them in the most expeditious and cost-effective manner possible and in a non-adversarial way.

3. Unless otherwise provided for in the Final Agreement, any disputes that arise among the Parties will progress, until resolved, through the following stages of the dispute resolution process:

   a) informal discussions among the Parties;

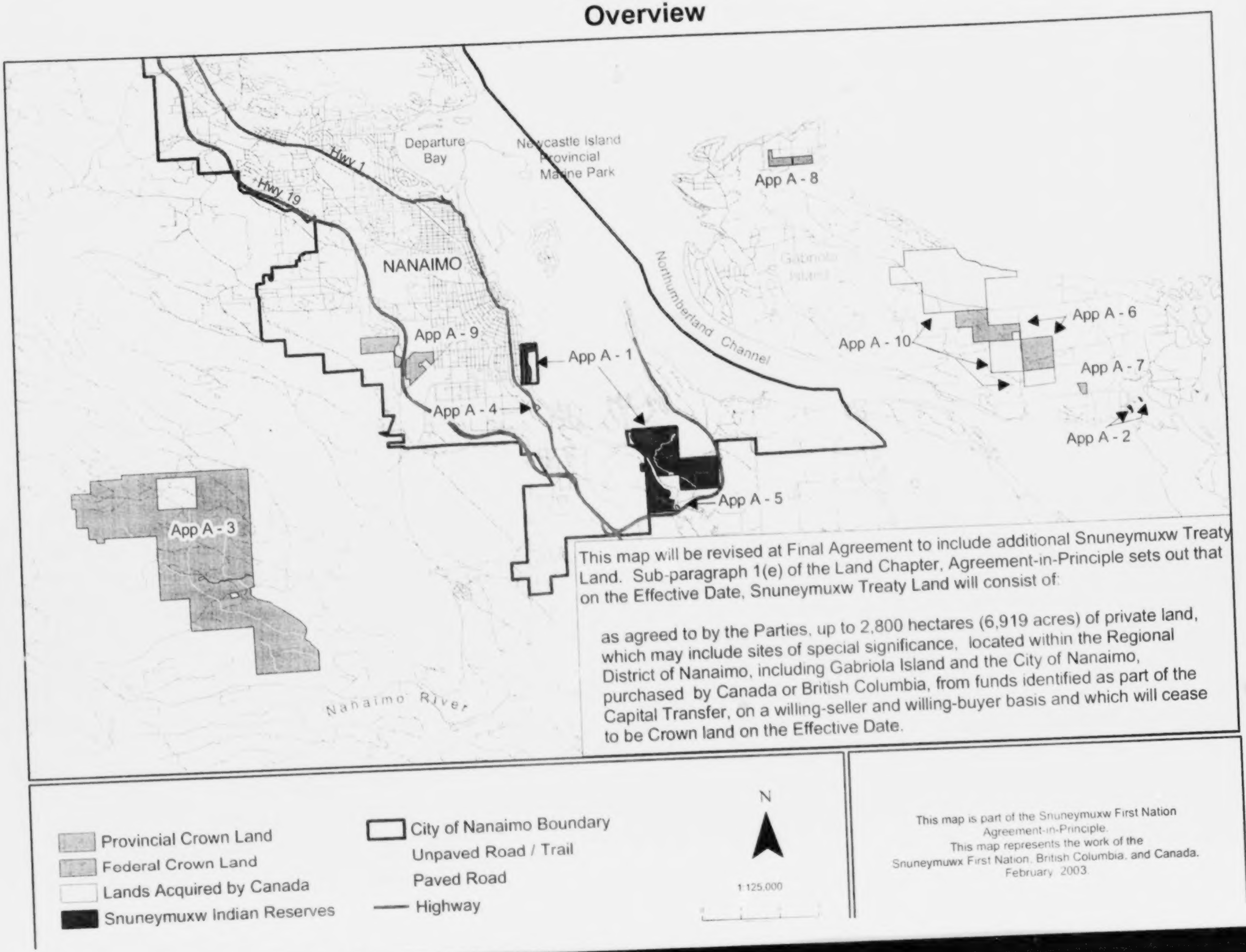
   b) formal negotiations among the Parties;

   c) mediation or another non-binding process; and

   d) a binding decision-making process, either by arbitration where agreed to in the Final Agreement, or through court proceedings in the Supreme Court of British Columbia.

4. Unless otherwise provided for in the Final Agreement, each Party will bear its own costs of participating in the dispute resolution process and the Parties will share common costs.

APPENDIX A
Overview

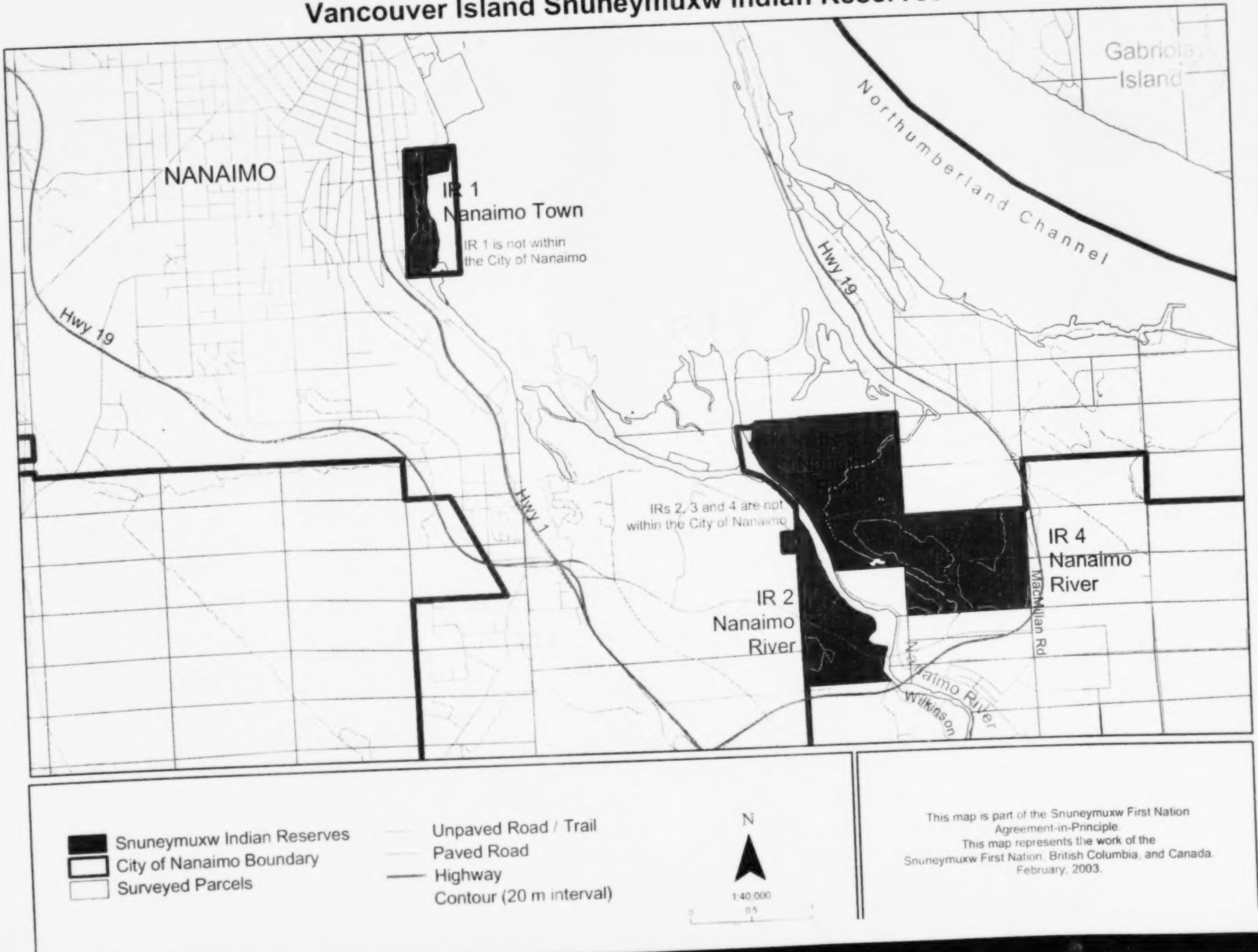

Departure Bay
Newcastle Island Provincial Marine Park
Hwy 1
Hwy 19
NANAIMO
Northumberland Channel
Gabriola Island
Nanaimo River
App A - 1
App A - 2
App A - 3
App A - 4
App A - 5
App A - 6
App A - 7
App A - 8
App A - 9
App A - 10
Provincial Crown Land
Federal Crown Land
Lands Acquired by Canada
Snuneymuxw Indian Reserves
City of Nanaimo Boundary
Unpaved Road / Trail
Paved Road
Highway
N
1:125,000

This map will be revised at Final Agreement to include additional Snuneymuxw Treaty Land. Sub-paragraph 1(e) of the Land Chapter, Agreement-in-Principle sets out that on the Effective Date, Snuneymuxw Treaty Land will consist of:

> as agreed to by the Parties, up to 2,800 hectares (6,919 acres) of private land, which may include sites of special significance, located within the Regional District of Nanaimo, including Gabriola Island and the City of Nanaimo, purchased by Canada or British Columbia, from funds identified as part of the Capital Transfer, on a willing-seller and willing-buyer basis and which will cease to be Crown land on the Effective Date.

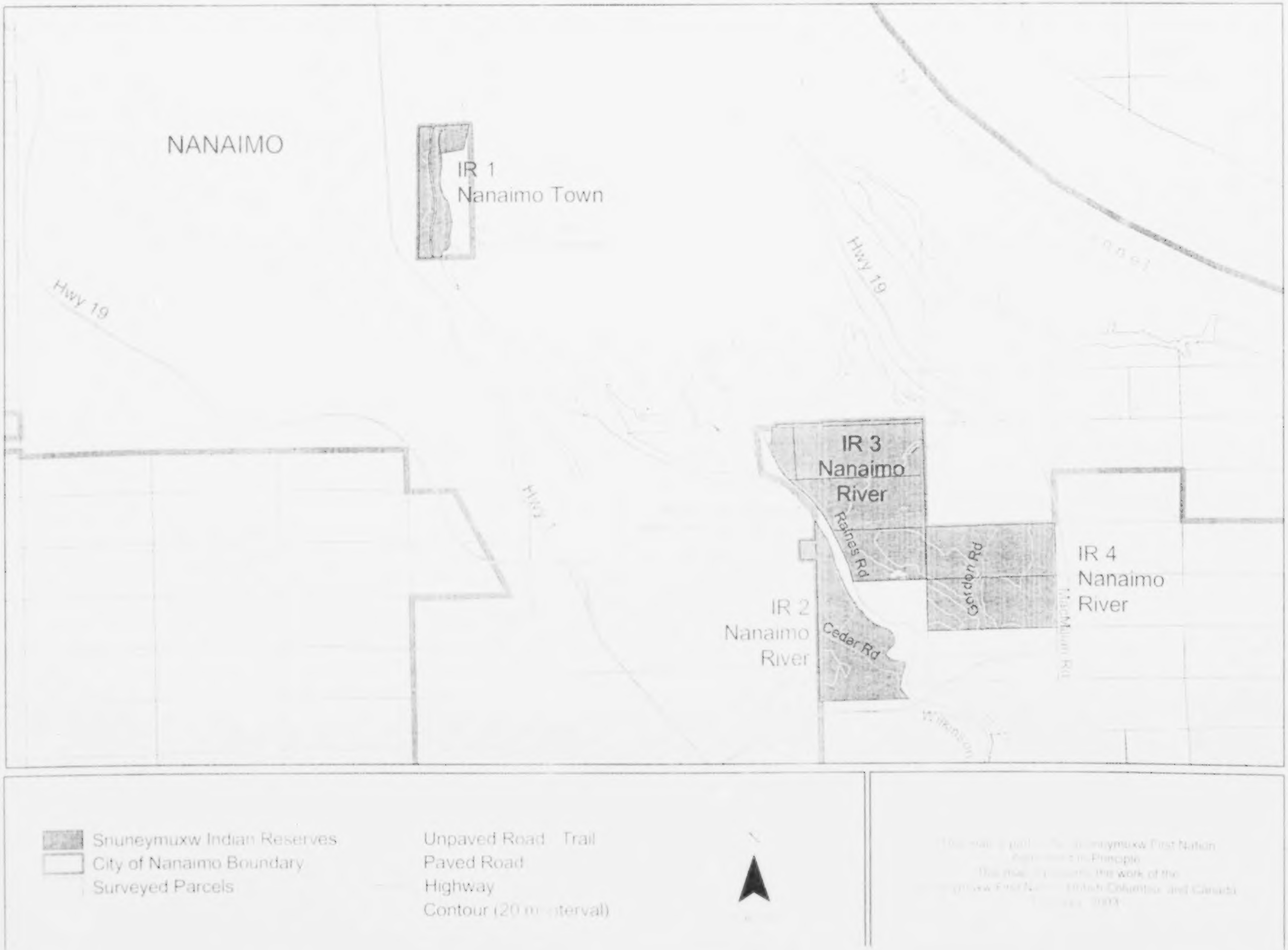
This map is part of the Snuneymuxw First Nation
Agreement-in-Principle.
This map represents the work of the
Snuneymuwx First Nation, British Columbia, and Canada.
February 2003.

APPENDIX A - 1
Vancouver Island Snuneymuxw Indian Reserves


Gabriola Island
Northumberland Channel
NANAIMO
IR 1
Nanaimo Town
IR 1 is not within the City of Nanaimo
Hwy 19
Hwy 19
Hwy 1
IRs 2, 3 and 4 are not within the City of Nanaimo
IR 2
Nanaimo River
IR 4
Nanaimo River
MacMillan Rd
Nanaimo River
Wilkinson
Snuneymuxw Indian Reserves
City of Nanaimo Boundary
Surveyed Parcels
Unpaved Road / Trail
Paved Road
Highway
Contour (20 m interval)
N
1:40,000
0
0.5
1

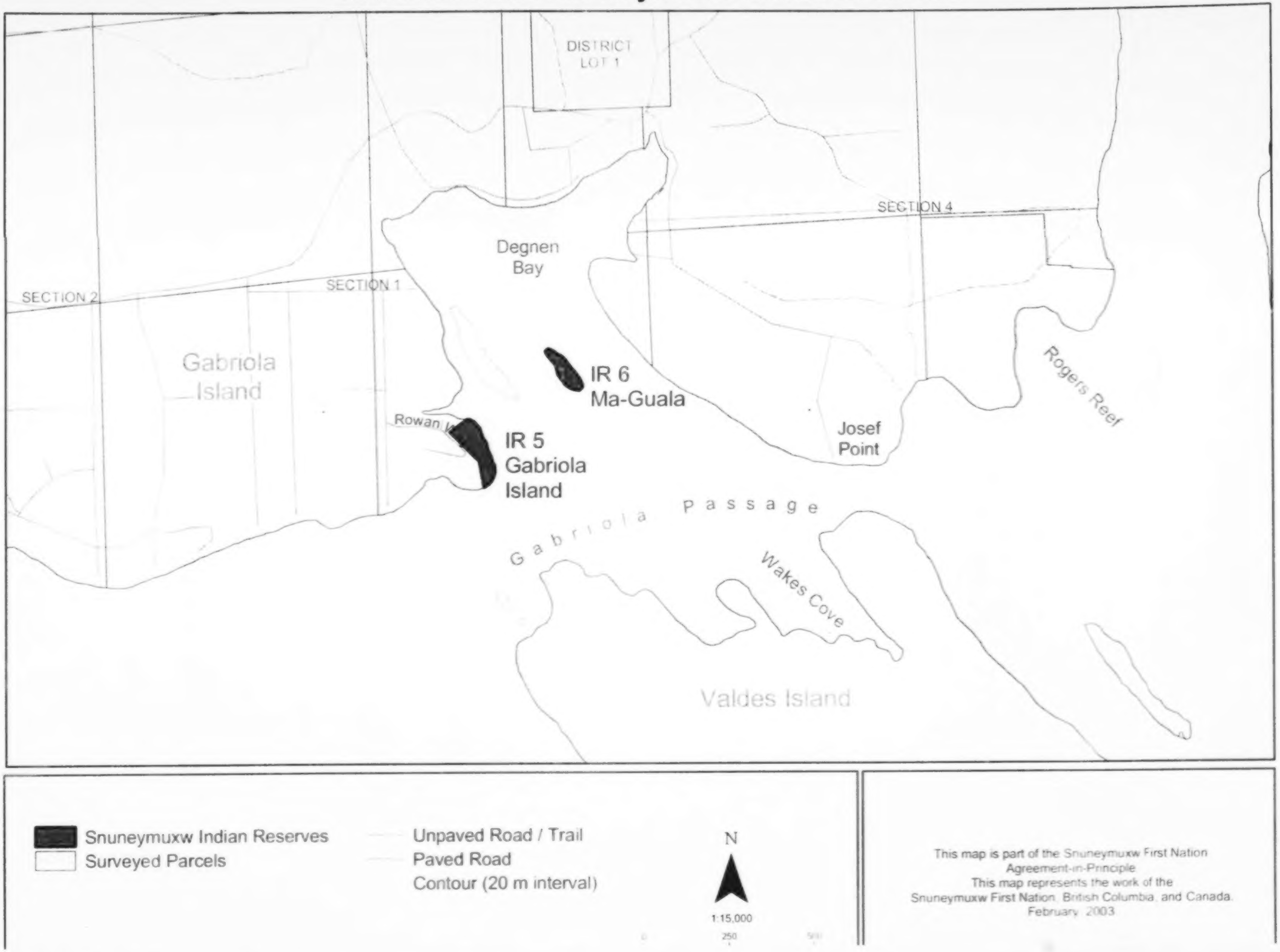
This map is part of the Snuneymuxw First Nation Agreement-in-Principle.
This map represents the work of the Snuneymuxw First Nation, British Columbia, and Canada.
February, 2003.

APPENDIX A - 1
Vancouver Island Snuneymuxw Indian Reserves


NANAIMO
IR 1
Nanaimo Town
Hwy 19
Hwy 19
Hwy 1
IR 3
Nanaimo
River
Raines Rd
IR 2
Nanaimo
River
Cedar Rd
Gordon Rd
MacMillan Rd
IR 4
Nanaimo
River
Wilkinson
Snuneymuxw Indian Reserves
City of Nanaimo Boundary
Surveyed Parcels
Unpaved Road / Trail
Paved Road
Highway
Contour (20 m interval)
N

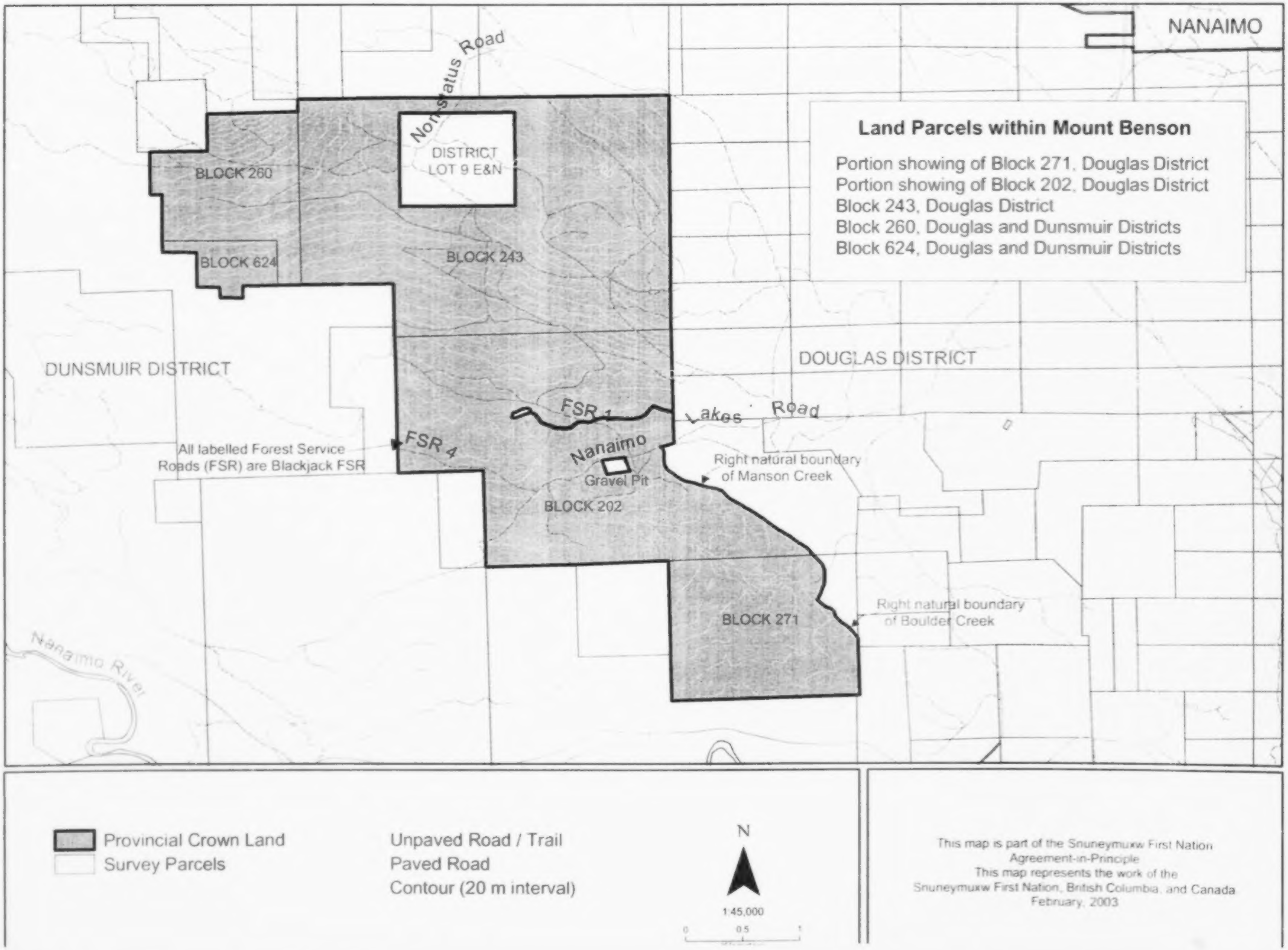
This map is part of the Snuneymuxw First Nation
Agreement in Principle
This map represents the work of the
Snuneymuxw First Nation, British Columbia and Canada
[illegible] 2003

APPENDIX A - 2
Gabriola Island Snuneymuxw Indian Reserves


DISTRICT LOT 1
SECTION 4
Degnen Bay
SECTION 2
SECTION 1
Gabriola Island
IR 6 Ma-Guala
Rowan W
IR 5 Gabriola Island
Josef Point
Rogers Reef
Gabriola Passage
Wakes Cove
Valdes Island
Snuneymuxw Indian Reserves
Surveyed Parcels
Unpaved Road / Trail
Paved Road
Contour (20 m interval)
N
1:15,000
0
250
500

This map is part of the Snuneymuxw First Nation Agreement-in-Principle.
This map represents the work of the Snuneymuxw First Nation, British Columbia, and Canada.
February, 2003

APPENDIX A - 3
Mount Benson


NANAIMO
Non-status Road
DISTRICT LOT 9 E&N
BLOCK 260
BLOCK 624
BLOCK 243
DUNSMUIR DISTRICT
DOUGLAS DISTRICT
FSR 1
Lakes Road
FSR 4
Nanaimo
Gravel Pit
BLOCK 202
BLOCK 271
Right natural boundary of Manson Creek
Right natural boundary of Boulder Creek
Nanaimo River
Provincial Crown Land
Survey Parcels
Unpaved Road / Trail
Paved Road
Contour (20 m interval)
N
1:45,000
0
0.5
1

All labelled Forest Service Roads (FSR) are Blackjack FSR

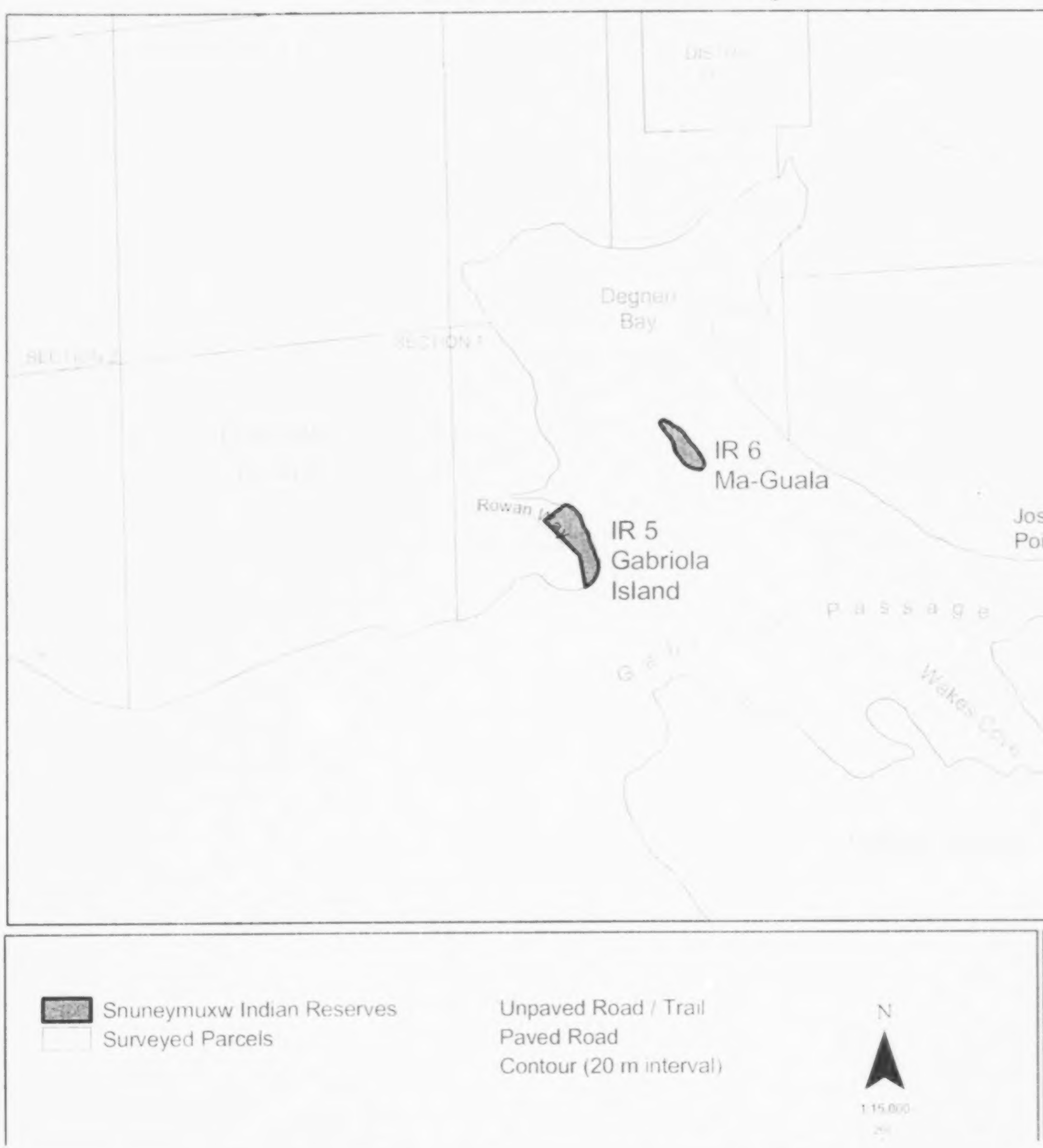
Land Parcels within Mount Benson

Portion showing of Block 271, Douglas District
Portion showing of Block 202, Douglas District
Block 243, Douglas District
Block 260, Douglas and Dunsmuir Districts
Block 624, Douglas and Dunsmuir Districts

This map is part of the Snuneymuxw First Nation
Agreement-in-Principle
This map represents the work of the
Snuneymuxw First Nation, British Columbia, and Canada
February, 2003

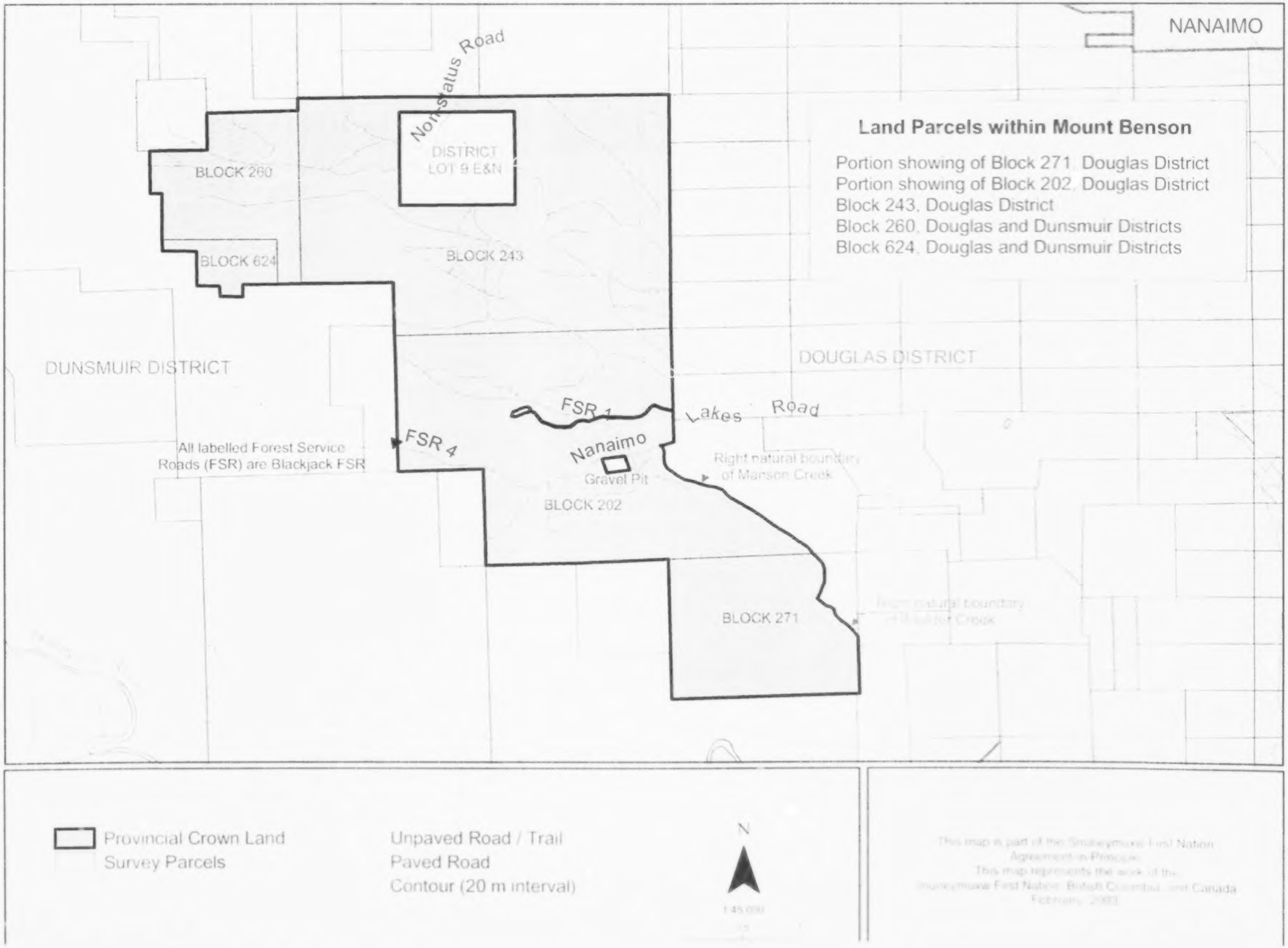
APPENDIX A - 2

Gabriola Island Snuneymuxw Indian Reserves


DISTRICT
SECTION 4
SECTION 1
SECTION 2
Degnen Bay
IR 6 Ma-Guala
Rowan Bay
IR 5 Gabriola Island
Josef Point
Rogers Road
Passage
Wakes Cove
▨ Snuneymuxw Indian Reserves
☐ Surveyed Parcels
Unpaved Road / Trail
Paved Road
Contour (20 m interval)
N
1:15,000

This map is part of the Snuneymuxw First Nation
Agreement in Principle
This map represents the work of the
Snuneymuxw First Nation, British Columbia, and Canada.
February, 2003

APPENDIX A - 3
Mount Benson


NANAIMO
Non-status Road
DISTRICT
LOT 9 E&N
BLOCK 260
BLOCK 624
BLOCK 243
DUNSMUIR DISTRICT
DOUGLAS DISTRICT
FSR 1
Lakes Road
FSR 4
Nanaimo
Gravel Pit
BLOCK 202
BLOCK 271
Right natural boundary
of Manson Creek
Right natural boundary
of [illegible] Creek
Provincial Crown Land
Survey Parcels
Unpaved Road / Trail
Paved Road
Contour (20 m interval)
N
1:45,000

All labelled Forest Service Roads (FSR) are Blackjack FSR

Land Parcels within Mount Benson

Portion showing of Block 271, Douglas District
Portion showing of Block 202, Douglas District
Block 243, Douglas District
Block 260, Douglas and Dunsmuir Districts
Block 624, Douglas and Dunsmuir Districts

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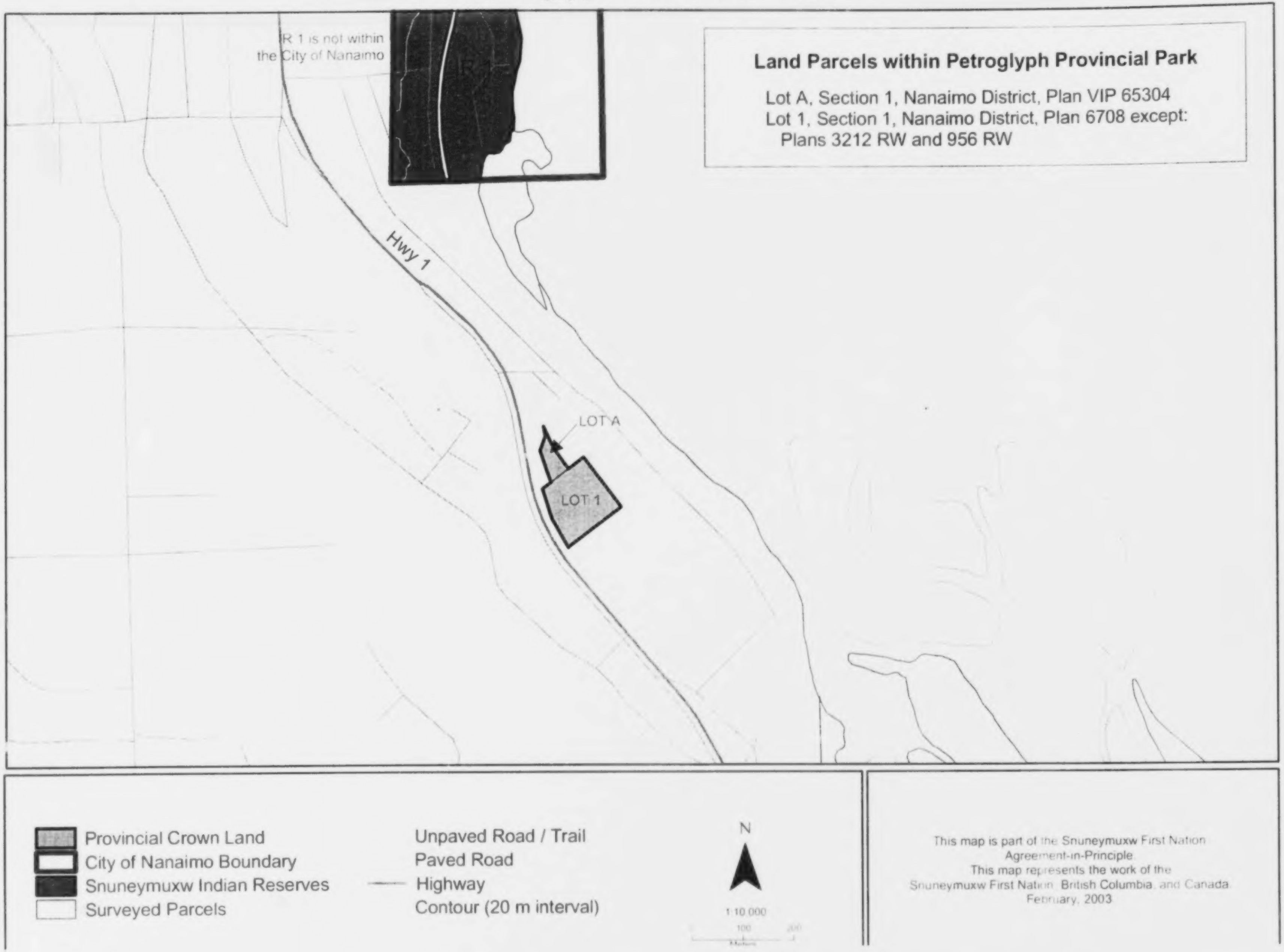
February, 2003

APPENDIX A - 4
Petroglyph Provincial Park



Land Parcels within Petroglyph Provincial Park

Lot A, Section 1, Nanaimo District, Plan VIP 65304
Lot 1, Section 1, Nanaimo District, Plan 6708 except:
Plans 3212 RW and 956 RW

IR 1 is not within the City of Nanaimo
IR 1
Hwy 1
LOT A
LOT 1
Provincial Crown Land
City of Nanaimo Boundary
Snuneymuxw Indian Reserves
Surveyed Parcels
Unpaved Road / Trail
Paved Road
Highway
Contour (20 m interval)
N
1:10 000
100
200
Meters

This map is part of the Snuneymuxw First Nation
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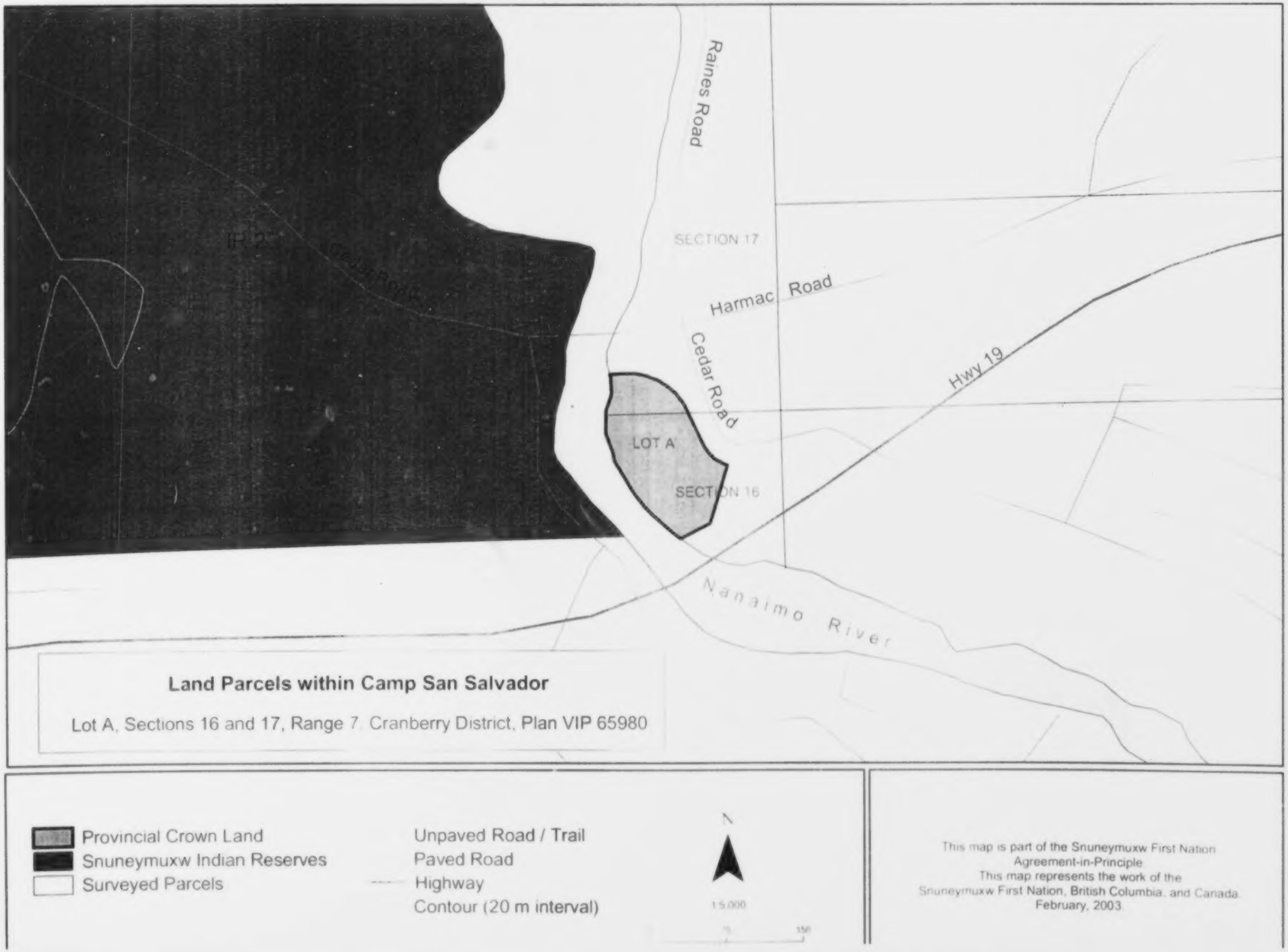
Snuneymuxw First Nation, British Columbia, and Canada
February, 2003

APPENDIX A - 5
Camp San Salvador


Raines Road
SECTION 17
Harmac Road
Cedar Road
Hwy 19
LOT A
SECTION 16
IR 2
Cedar Road
Nanaimo River
Provincial Crown Land
Snuneymuxw Indian Reserves
Surveyed Parcels
Unpaved Road / Trail
Paved Road
Highway
Contour (20 m interval)
N
1:5,000
75
150

Land Parcels within Camp San Salvador

Lot A, Sections 16 and 17, Range 7, Cranberry District, Plan VIP 65980

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Agreement-in-Principle
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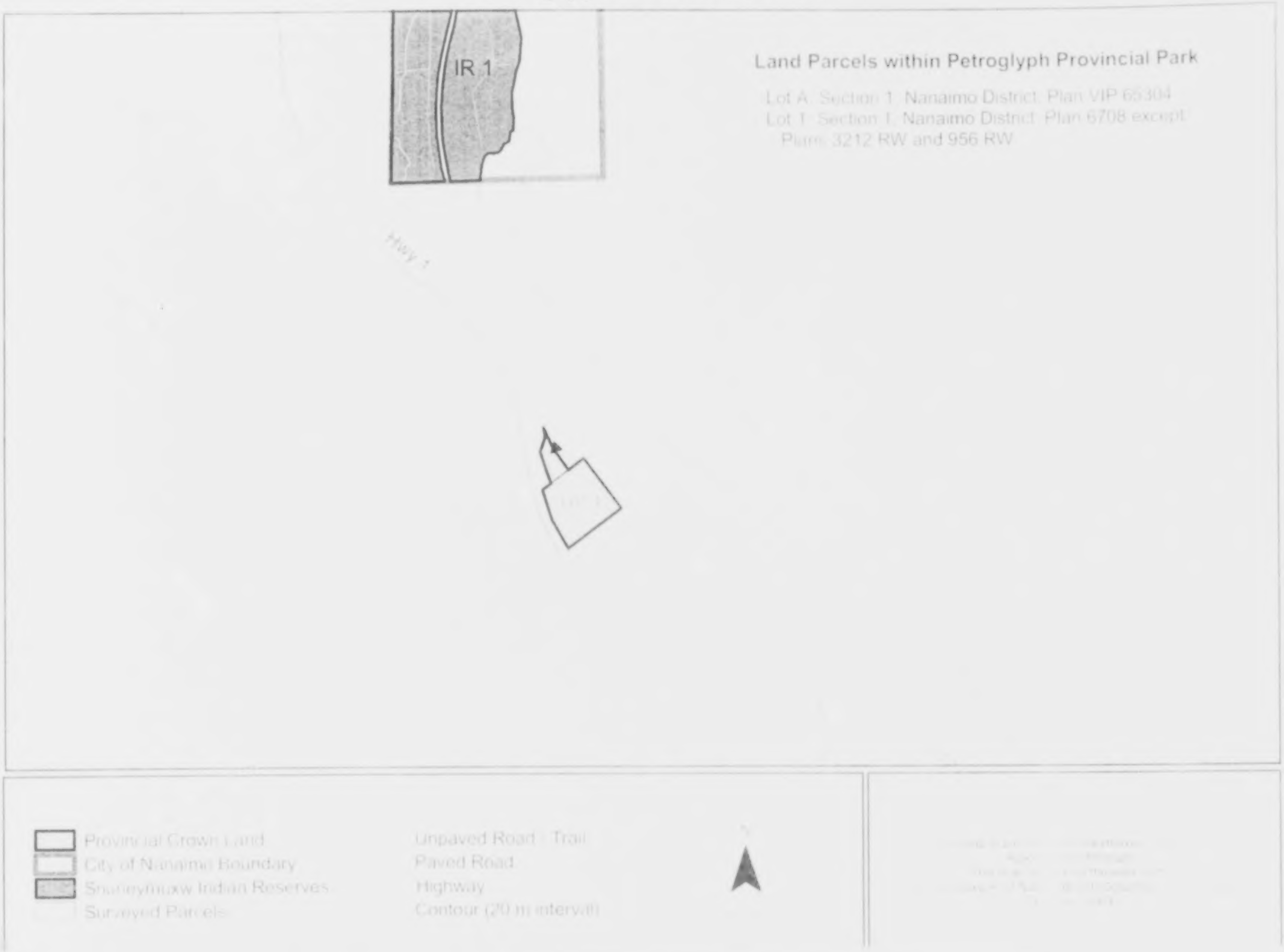
February, 2003

APPENDIX A - 4
Petroglyph Provincial Park

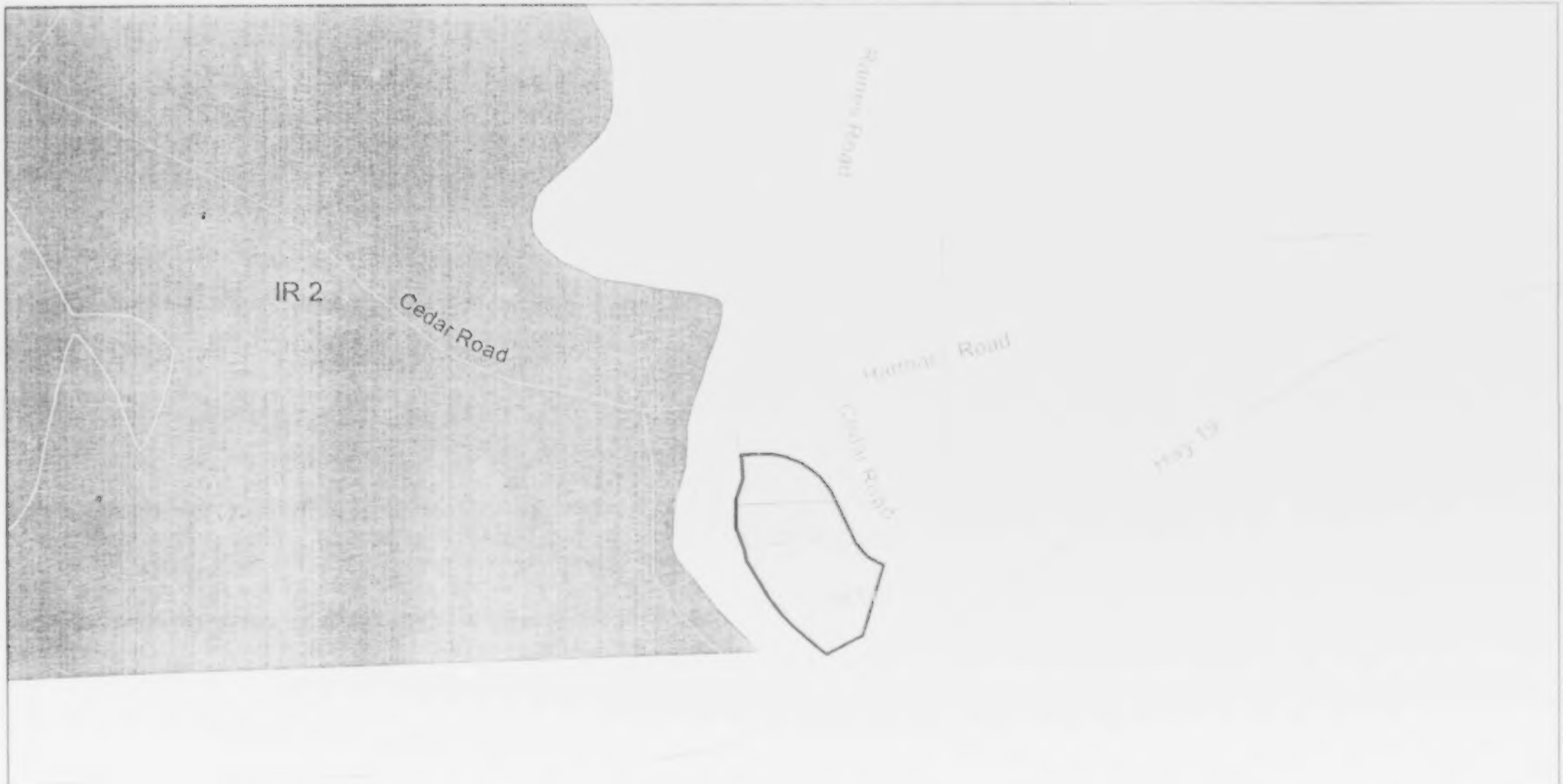


IR 1
Hwy 1
Provincial Crown Land
City of Nanaimo Boundary
Snuneymuxw Indian Reserves
Surveyed Parcels
Unpaved Road / Trail
Paved Road
Highway
Contour (20 m interval)

Land Parcels within Petroglyph Provincial Park

Lot A, Section 1, Nanaimo District, Plan VIP 65304
Lot 1, Section 1, Nanaimo District, Plan 6708 except
Plans 3212 RW and 956 RW

APPENDIX A - 5
Camp San Salvador

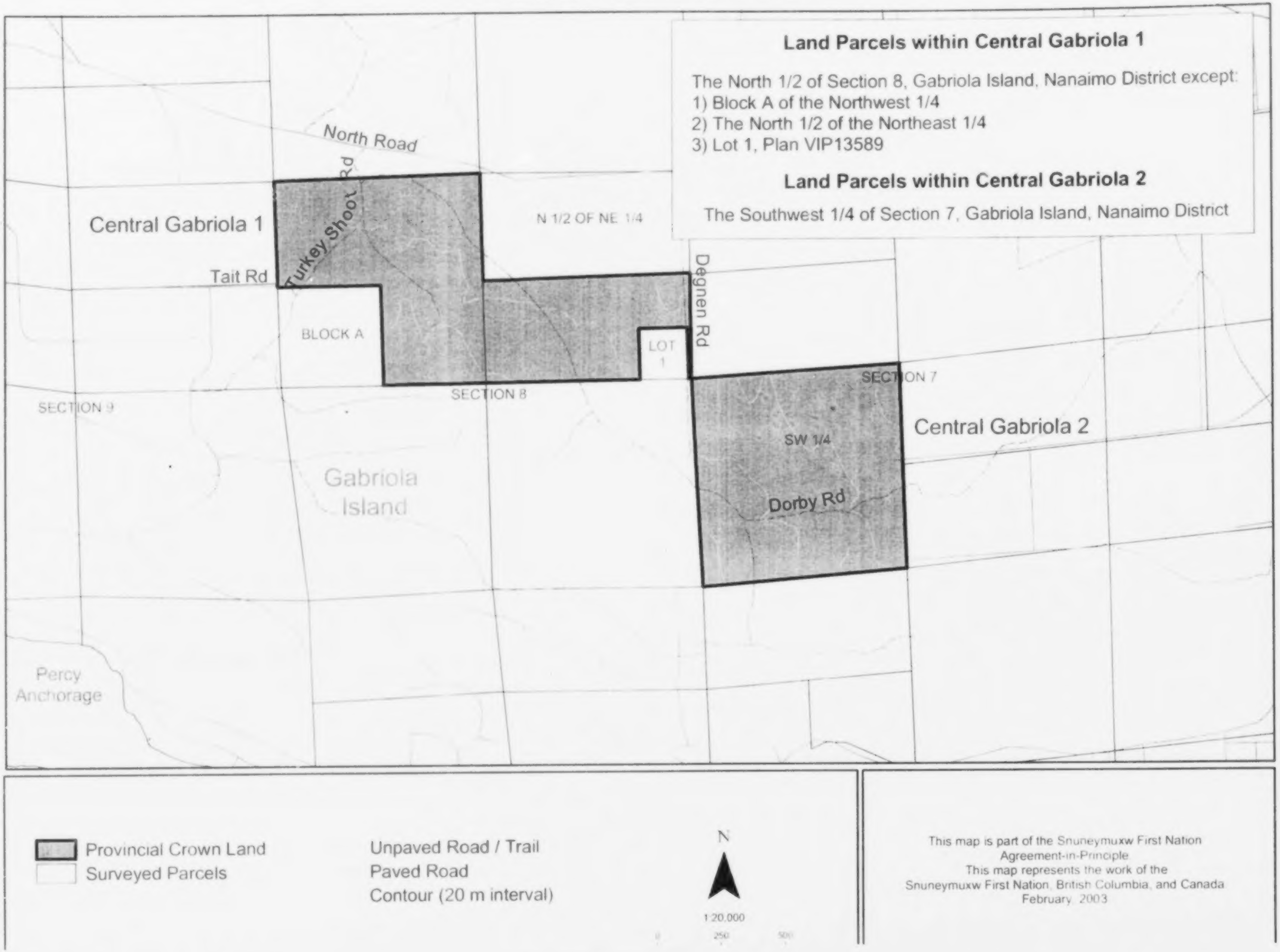

IR 2
Cedar Road
Raines Road
Hannah Road
Cedar Road
Hwy 19
Provincial Crown Land
Snuneymuxw Indian Reserves
Surveyed Parcels
Unpaved Road / Trail
Paved Road
Highway
Contour (20 m interval)

Land Parcels within Camp San Salvador

Lot A, Sections 16 and 17, Range [illegible] Cranberry District, Plan VIP 65990

[illegible] of the Snuneymuxw [illegible]
Agreement-in-Principle
[illegible] map represents the work [illegible]
[illegible] First Nation, British Columbia [illegible]
February, 2002

APPENDIX A - 6
Central Gabriola 1 & 2



Land Parcels within Central Gabriola 1

The North 1/2 of Section 8, Gabriola Island, Nanaimo District except:
1) Block A of the Northwest 1/4
2) The North 1/2 of the Northeast 1/4
3) Lot 1, Plan VIP13589

Land Parcels within Central Gabriola 2

The Southwest 1/4 of Section 7, Gabriola Island, Nanaimo District

North Road
Turkey Shoot Rd
Central Gabriola 1
Tait Rd
BLOCK A
N 1/2 OF NE 1/4
Degnen Rd
LOT 1
SECTION 7
SECTION 8
SECTION 9
Central Gabriola 2
SW 1/4
Dorby Rd
Gabriola Island
Percy Anchorage
Provincial Crown Land
Surveyed Parcels
Unpaved Road / Trail
Paved Road
Contour (20 m interval)
N
1:20,000
0
250
500

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Agreement-in-Principle
This map represents the work of the
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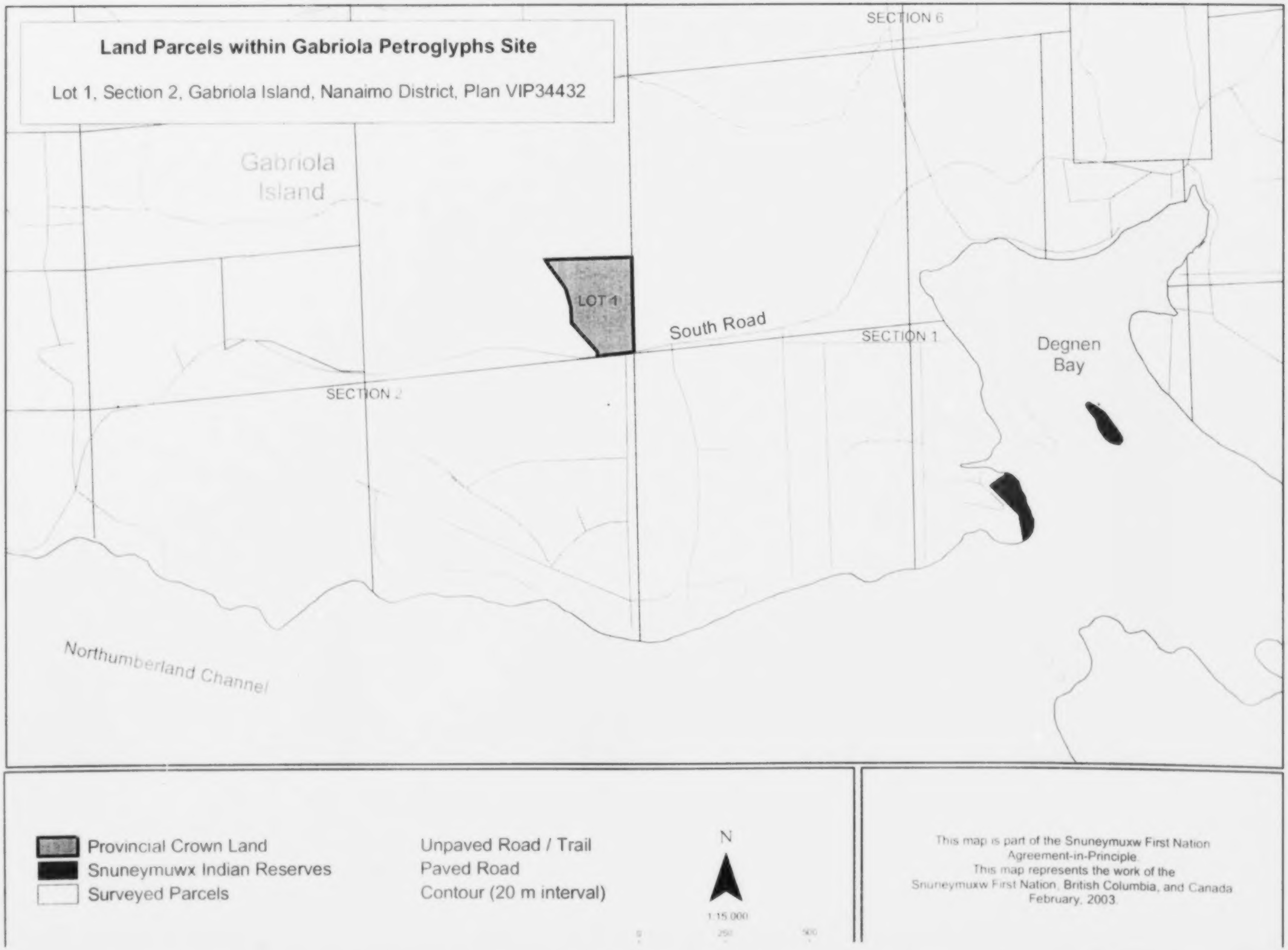
February, 2003

APPENDIX A - 7
Gabriola Petroglyphs Site


Land Parcels within Gabriola Petroglyphs Site
Lot 1, Section 2, Gabriola Island, Nanaimo District, Plan VIP34432
SECTION 6
Gabriola Island
LOT 1
South Road
SECTION 1
SECTION 2
Degnen Bay
Northumberland Channel
Provincial Crown Land
Snuneymuwx Indian Reserves
Surveyed Parcels
Unpaved Road / Trail
Paved Road
Contour (20 m interval)
N
1:15,000
0
250
500

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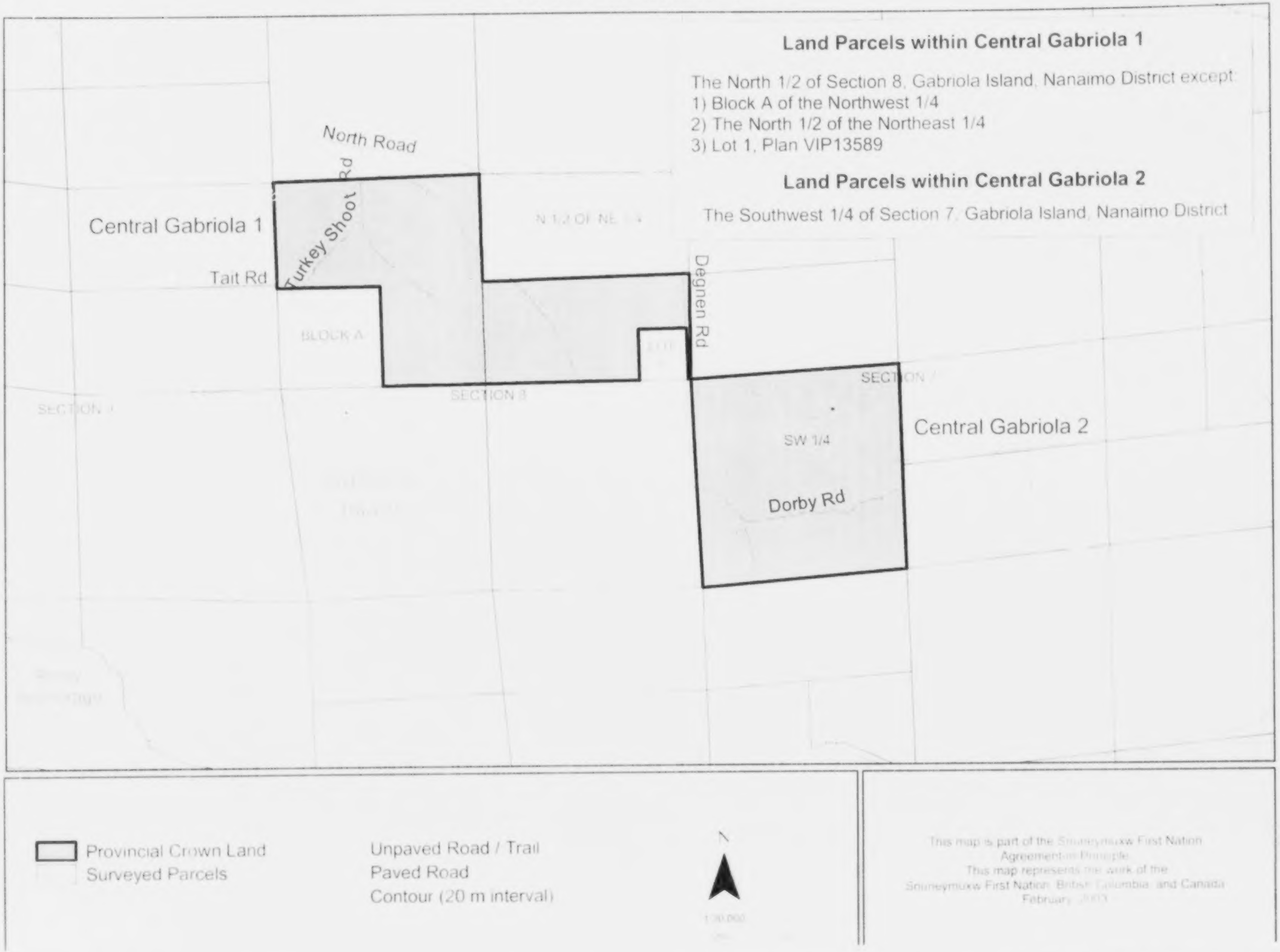
APPENDIX A - 6
Central Gabriola 1 & 2


North Road
Turkey Shoot Rd
Central Gabriola 1
Tait Rd
N 1/2 OF NE 1/4
BLOCK A
LOT 1
SECTION 8
SECTION 7
Degnen Rd
SECTION 7
SW 1/4
Dorby Rd
Central Gabriola 2
N
1:30,000

Land Parcels within Central Gabriola 1

The North 1/2 of Section 8, Gabriola Island, Nanaimo District except:
1) Block A of the Northwest 1/4
2) The North 1/2 of the Northeast 1/4
3) Lot 1, Plan VIP13589

Land Parcels within Central Gabriola 2

The Southwest 1/4 of Section 7, Gabriola Island, Nanaimo District

▭ Provincial Crown Land	Unpaved Road / Trail
Surveyed Parcels	Paved Road
	Contour (20 m interval)

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Agreement-in-Principle
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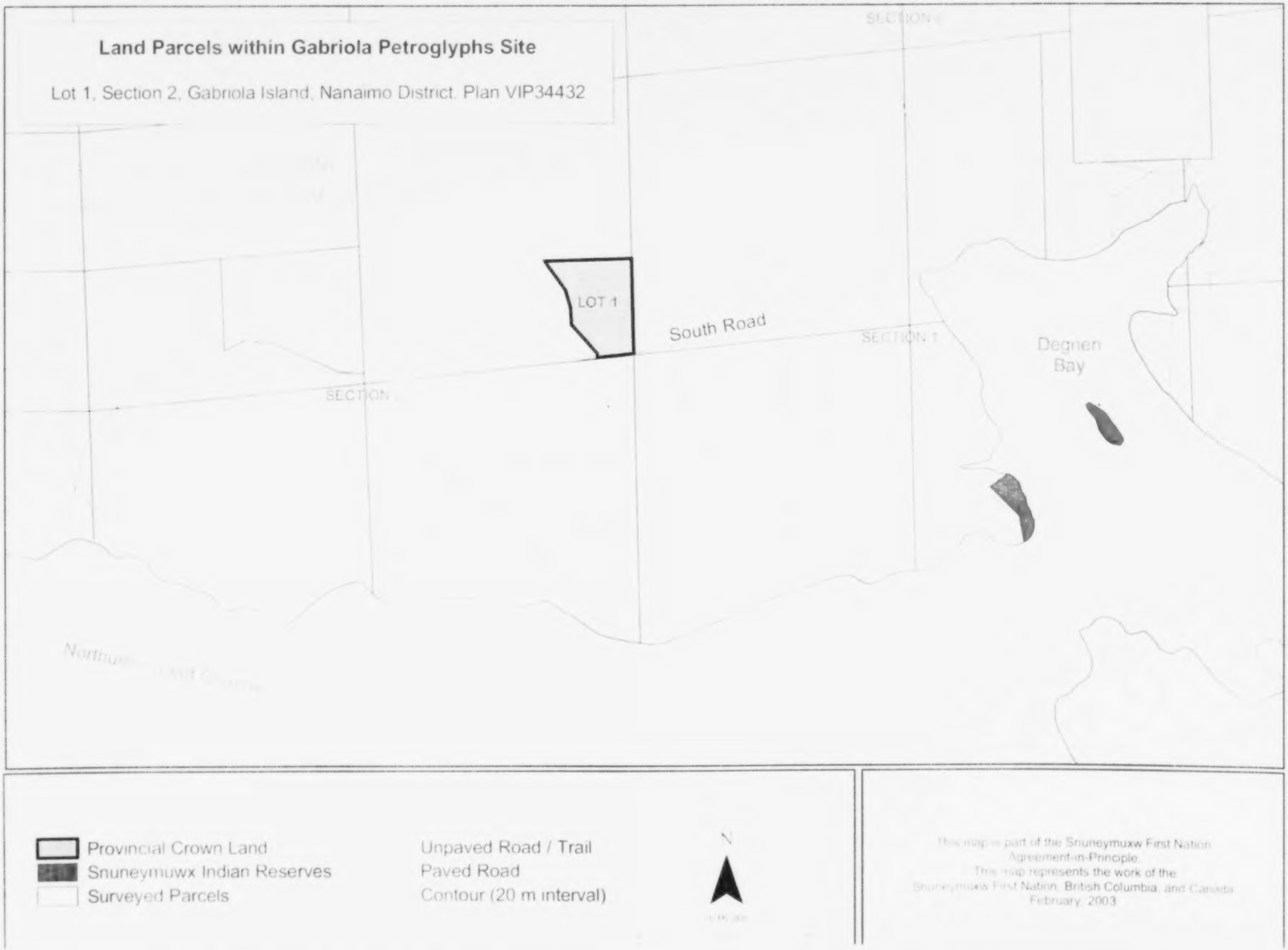
Snuneymuxw First Nation, British Columbia, and Canada
February 2003

APPENDIX A - 7
Gabriola Petroglyphs Site


Land Parcels within Gabriola Petroglyphs Site
Lot 1, Section 2, Gabriola Island, Nanaimo District, Plan VIP34432
SECTION
LOT 1
South Road
SECTION 1
SECTION
Degnen Bay
Northumberland Channel
Provincial Crown Land
Snuneymuwx Indian Reserves
Surveyed Parcels
Unpaved Road / Trail
Paved Road
Contour (20 m interval)
N

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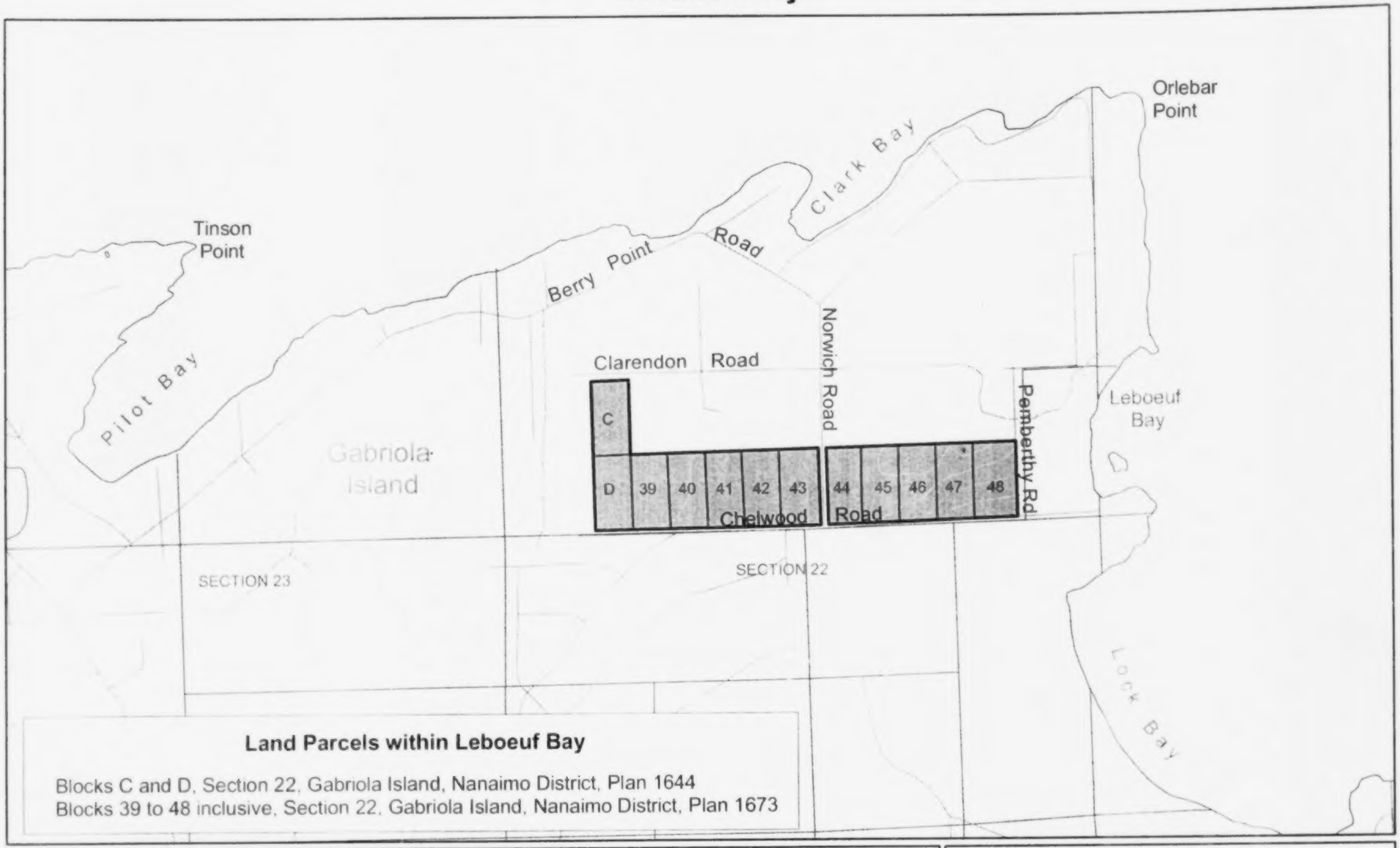
APPENDIX A - 8
Leboeuf Bay


Tinson Point
Pilot Bay
Berry Point Road
Clark Bay
Orlebar Point
Clarendon Road
Norwich Road
Pemberthy Rd
Leboeuf Bay
Gabriola Island
C
D
39
40
41
42
43
44
45
46
47
48
Chelwood Road
SECTION 23
SECTION 22
Lock Bay

Land Parcels within Leboeuf Bay

Blocks C and D, Section 22, Gabriola Island, Nanaimo District, Plan 1644
Blocks 39 to 48 inclusive, Section 22, Gabriola Island, Nanaimo District, Plan 1673

▨ Provincial Crown Land
☐ Surveyed Parcels

Unpaved Road / Trail
Paved Road
Contour (20 m interval)

N

1:15,000

0 250 500

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Agreement-in-Principle
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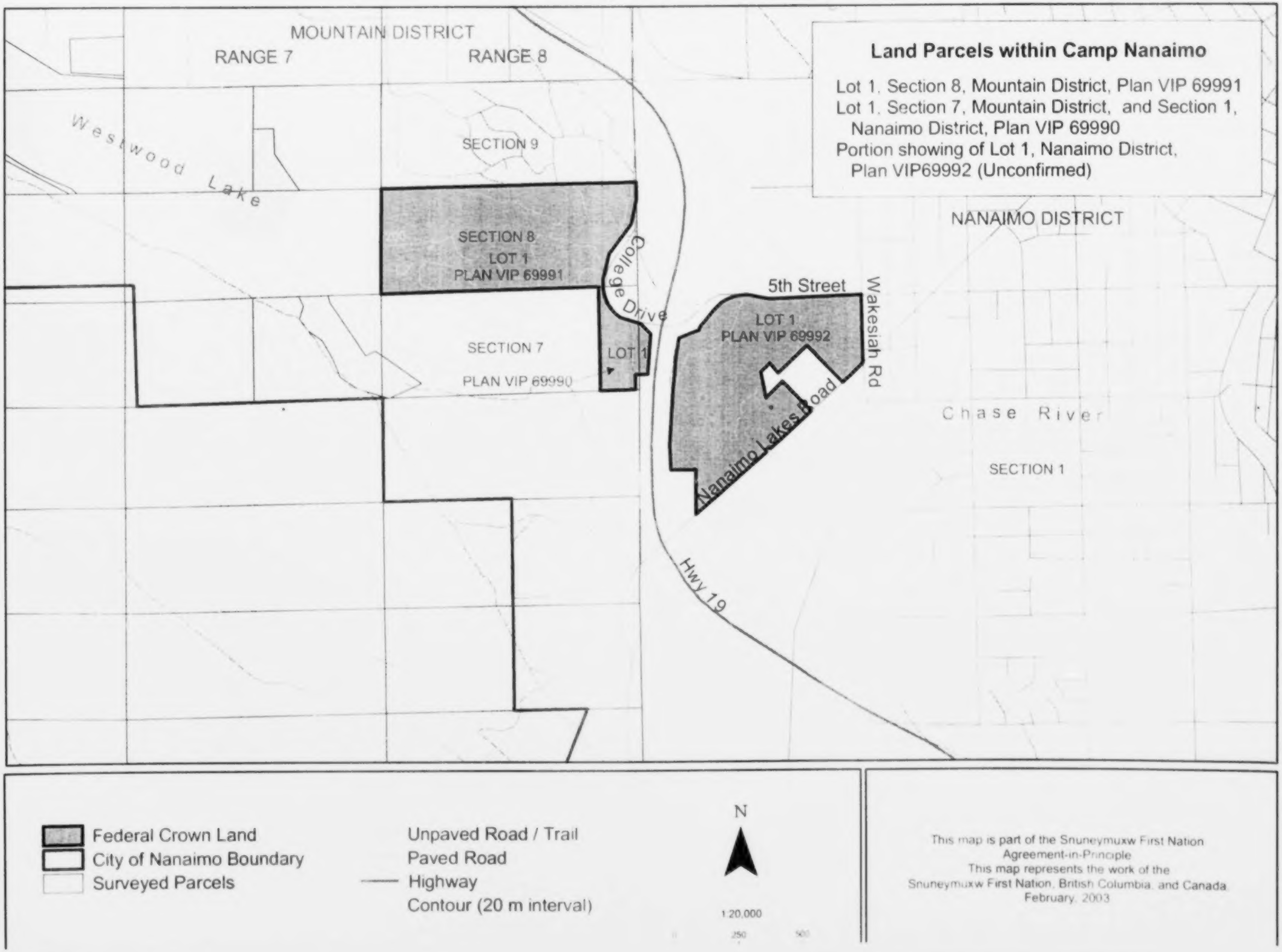
Snuneymuxw First Nation, British Columbia and Canada
February, 2003

APPENDIX A - 9
Camp Nanaimo


MOUNTAIN DISTRICT
RANGE 7
RANGE 8
Westwood Lake
SECTION 9
SECTION 8
LOT 1
PLAN VIP 69991
College Drive
SECTION 7
PLAN VIP 69990
LOT 1
5th Street
LOT 1
PLAN VIP 69992
Wakesiah Rd
Nanaimo Lakes Road
Hwy 19
NANAIMO DISTRICT
Chase River
SECTION 1
Federal Crown Land
City of Nanaimo Boundary
Surveyed Parcels
Unpaved Road / Trail
Paved Road
Highway
Contour (20 m interval)
N
1:20,000
0
250
500

Land Parcels within Camp Nanaimo

Lot 1, Section 8, Mountain District, Plan VIP 69991
Lot 1, Section 7, Mountain District, and Section 1, Nanaimo District, Plan VIP 69990
Portion showing of Lot 1, Nanaimo District, Plan VIP69992 (Unconfirmed)

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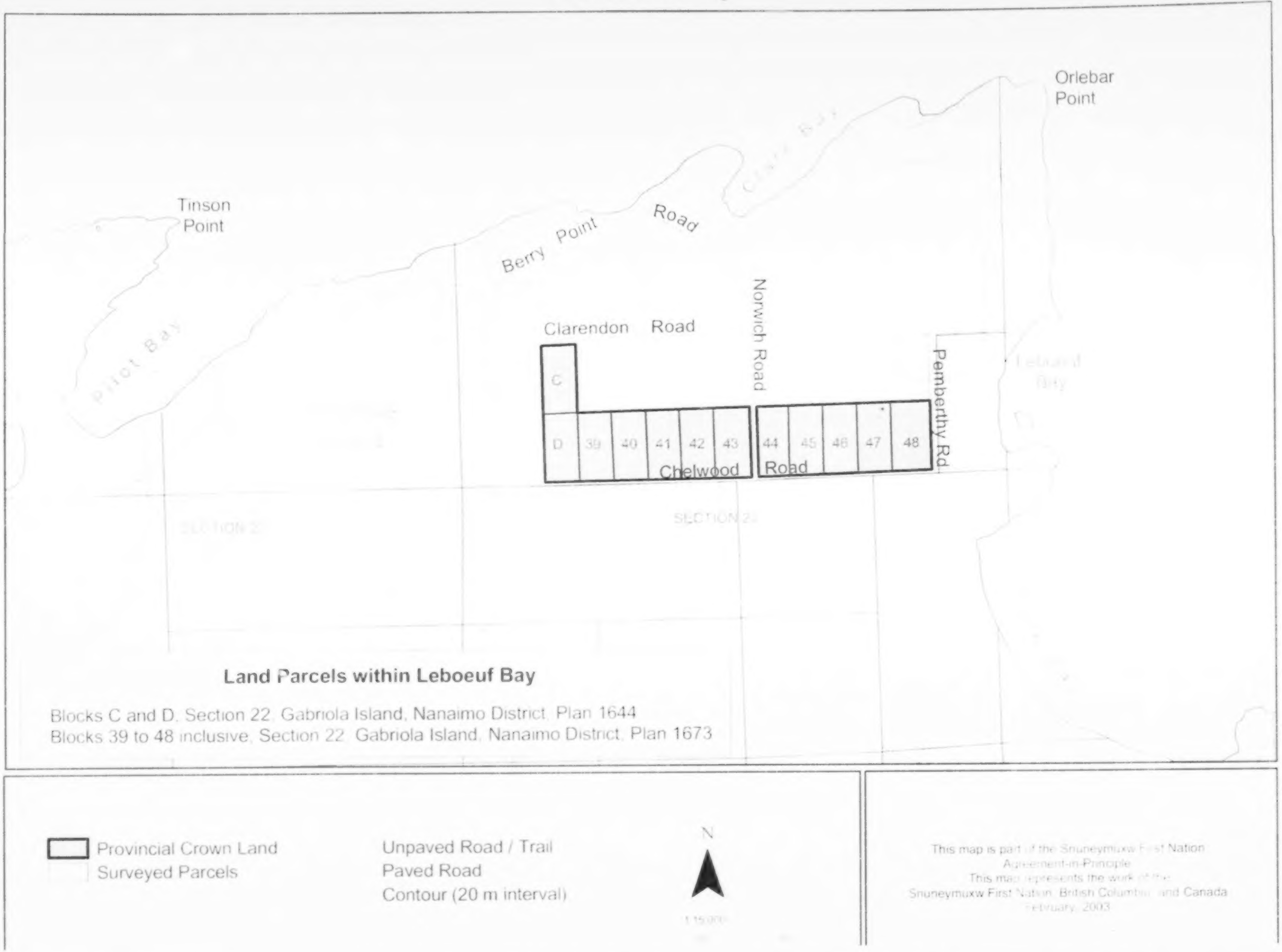
February, 2003

APPENDIX A - 8
Leboeuf Bay


Orlebar
Point
Tinson
Point
Pilot Bay
Berry Point Road
Clarendon Road
Norwich Road
Pemberthy Rd
Chelwood Road
Leboeuf
Bay
C
D
39
40
41
42
43
44
45
46
47
48
SECTION 22
SECTION 22
N
1:15,000

Land Parcels within Leboeuf Bay

Blocks C and D, Section 22, Gabriola Island, Nanaimo District, Plan 1644
Blocks 39 to 48 inclusive, Section 22, Gabriola Island, Nanaimo District, Plan 1673

▭ Provincial Crown Land
Surveyed Parcels
Unpaved Road / Trail
Paved Road
Contour (20 m interval)

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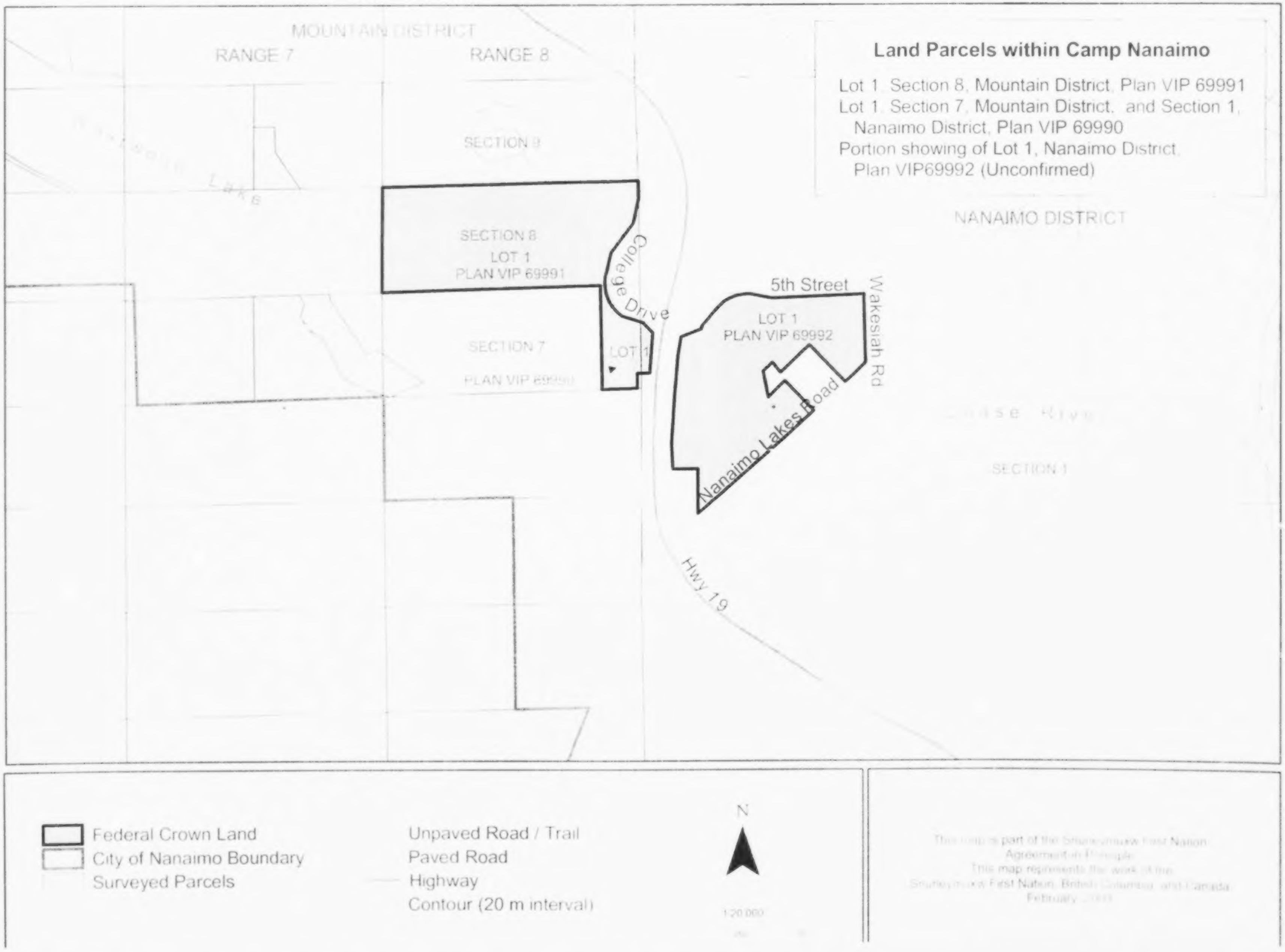
Agreement-in-Principle
This map represents the work of the
Snuneymuxw First Nation, British Columbia and Canada
February, 2003

APPENDIX A - 9
Camp Nanaimo



Land Parcels within Camp Nanaimo

Lot 1, Section 8, Mountain District, Plan VIP 69991
Lot 1, Section 7, Mountain District, and Section 1, Nanaimo District, Plan VIP 69990
Portion showing of Lot 1, Nanaimo District, Plan VIP69992 (Unconfirmed)

MOUNTAIN DISTRICT
RANGE 7
RANGE 8
Westwood Lake
SECTION 9
SECTION 8
LOT 1
PLAN VIP 69991
College Drive
SECTION 7
PLAN VIP 69990
LOT 1
5th Street
Wakesiah Rd
LOT 1
PLAN VIP 69992
Nanaimo Lakes Road
Hwy 19
NANAIMO DISTRICT
Chase River
SECTION 1
Federal Crown Land
City of Nanaimo Boundary
Surveyed Parcels
Unpaved Road / Trail
Paved Road
Highway
Contour (20 m interval)
N
1:20,000

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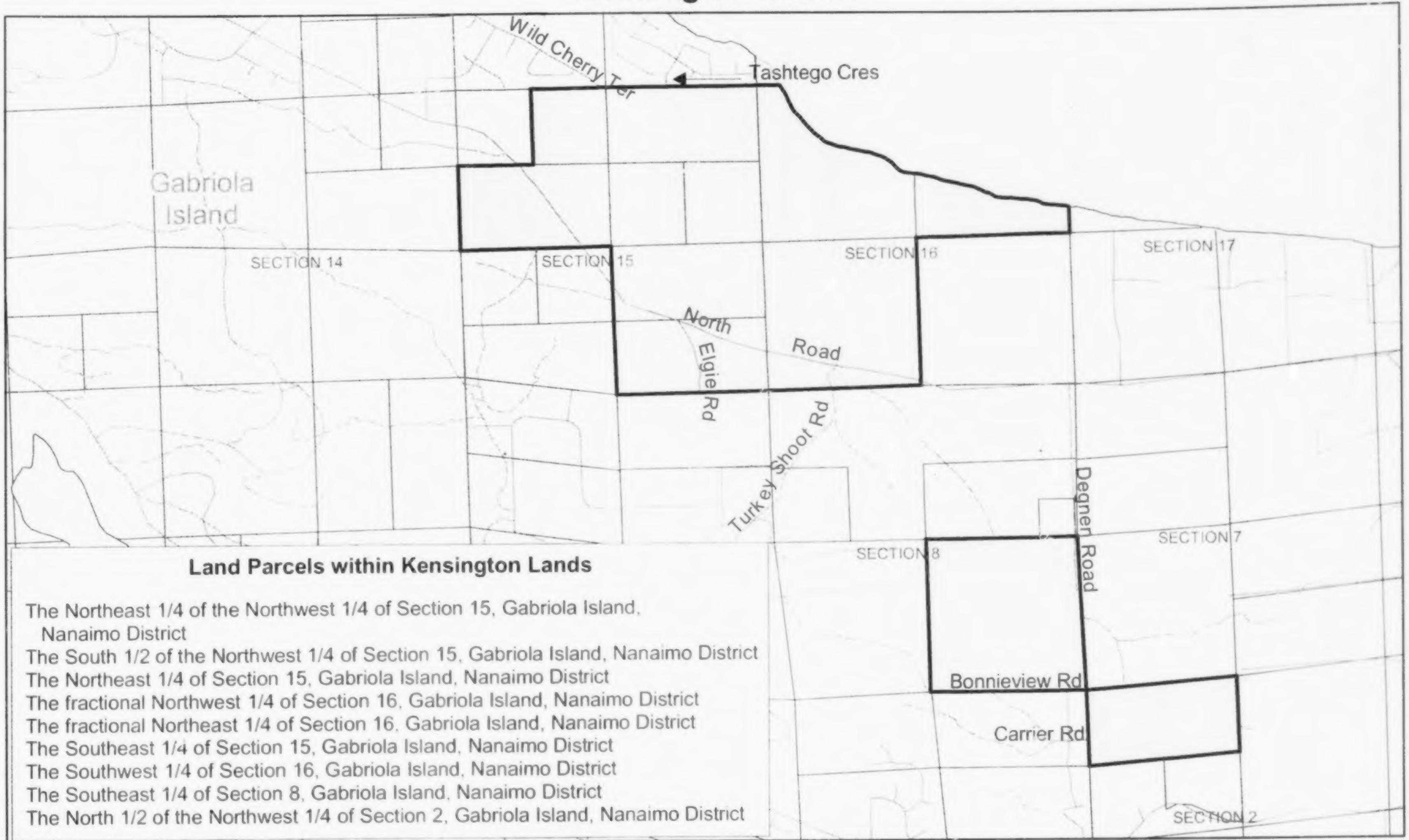
This map represents the work of the Snuneymuxw First Nation, British Columbia, and Canada.
February [illegible]

APPENDIX A - 10
Kensington Lands


Wild Cherry Ter
Tashtego Cres
Gabriola Island
SECTION 14
SECTION 15
SECTION 16
SECTION 17
North Road
Elgie Rd
Turkey Shoot Rd
Degnen Road
SECTION 8
SECTION 7
Bonnieview Rd
Carrier Rd
SECTION 2

Land Parcels within Kensington Lands

The Northeast 1/4 of the Northwest 1/4 of Section 15, Gabriola Island, Nanaimo District
The South 1/2 of the Northwest 1/4 of Section 15, Gabriola Island, Nanaimo District
The Northeast 1/4 of Section 15, Gabriola Island, Nanaimo District
The fractional Northwest 1/4 of Section 16, Gabriola Island, Nanaimo District
The fractional Northeast 1/4 of Section 16, Gabriola Island, Nanaimo District
The Southeast 1/4 of Section 15, Gabriola Island, Nanaimo District
The Southwest 1/4 of Section 16, Gabriola Island, Nanaimo District
The Southeast 1/4 of Section 8, Gabriola Island, Nanaimo District
The North 1/2 of the Northwest 1/4 of Section 2, Gabriola Island, Nanaimo District

☐ Lands Acquired by Canada
■ Snuneymuxw Indian Reserves
☐ Surveyed Parcels

Unpaved Road / Trail
Paved Road
Contour (20 m interval)

N

1:30,000

0 0.5 1

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February, 2003.

APPENDIX B
LEGAL INTERESTS ON SNUNYEMUXW TREATY LAND

Explanatory Notes

1. As set out in paragraph 6 of the Land Chapter, this Appendix will be updated prior to Final Agreement.

Interests on Snuneymuxw Treaty Land referred to in sub-paragraph 1(a) of the Land Chapter

2. Snuneymuxw Treaty Land referred to in sub-paragraph 1(a) of the Land Chapter and described in Appendices A-1 and A-2 will be subject to the legal interests existing on the Effective Date, including the following categories of interests:

   a) residential leases;
   b) commercial leases
   c) Certificates of Possession or Certificates of Occupation issued under the *Indian Act*;
   d) permits;
   e) licenses;
   f) registered charges and other interests registered in the Reserve Land Register; and
   g) other interests.

   These interests will be set out in accordance with paragraphs 22 to 27 in the Land Chapter.

Interests on Snuneymuxw Treaty Land referred to in sub-paragraph 1(b) of the Land Chapter

Current Reference	**Tenure Type**	**Land Parcel**
Certificate # 100068	*Wildlife Act*, Guide Outfitter License	Crown Land on Central Vancouver Island including Nanaimo River watershed.
Certificate # TR0105T307	*Wildlife Act*, Trapline	Mt. Benson Appendix A - 3
Tenure # 33067	*Mineral Tenure Act*, Coal License	Mt. Benson Appendix A - 3
Nanaimo Lakes Road.	*Land Title Act*, BC Hydro Distribution Line Right of Way	Mt. Benson Appendix A - 3
Charge EF9781 (File 501-1602.0 (496)-2) Lot B, Section 6 & 7, Gabriola Island, Nanaimo District	*Land Title Act*, BC Hydro Distribution Line Right of Way	Central Gabriola 2 – Appendix A - 6

Current Reference	Tenure Type	Land Parcel
Lot 1, Section 2, Gabriola Island, Nanaimo District – South Road, within Road allowance, Plan 34432.	*Land Title Act*, BC Hydro Distribution Line Right of Way	Gabriola Petroglyphs Site – Appendix A - 7
197646G File: 501-1602.0 (x306) Section 22, Gabriola Island, Nanaimo District within Road allowance	*Land Title Act*, BC Hydro Distribution Line, Right of Way	Leboeuf Bay – Appendix A - 8
322836G File: 501-1602.0 (x286) Section 22, Gabriola Island, Nanaimo District, within Road allowance	*Land Title Act*, BC Hydro Distribution Line, Right of Way	Leboeuf Bay – Appendix A - 8
322837G File: 501-1602.0 (x285) Section 22, Gabriola Island, Nanaimo District within Road Allowance.	*Land Title Act*, BC Hydro Distribution Line, Right of Way	Leboeuf Bay – Appendix A - 8
N54237 File: 501-1602.0 (x31) Section 22, Gabriola Island, Nanaimo District within Road Allowance	*Land Title Act*, BC Hydro Distribution Line, Right of Way	Leboeuf Bay – Appendix A - 8
Section 22, Gabriola Island, Nanaimo District, within Road Allowance, Plan 1644 and Plan 1673.	*Land Title Act*, BC Hydro Distribution Line, Right of Way	Leboeuf Bay – Appendix A - 8
J49138 File: 501-1602.0 (x392) Section 22, Gabriola Island, Nanaimo District, within Road Allowance	*Land Title Act*, BC Hydro Distribution Line, Right of Way	Leboeuf Bay – Appendix A - 8
EH29474 File: 501-1602.0 (x159) Section 22, Gabriola Island, Nanaimo District, within Road Allowance	*Land Title Act*, BC Hydro Distribution Line, Right of Way	Leboeuf Bay – Appendix A - 8
EG59023 File: 501-1602.0 (567)-2 Section 22, Gabriola Island, Nanaimo District, within Road Allowance	*Land Title Act*, BC Hydro Distribution Line, Right of Way	Leboeuf Bay – Appendix A - 8

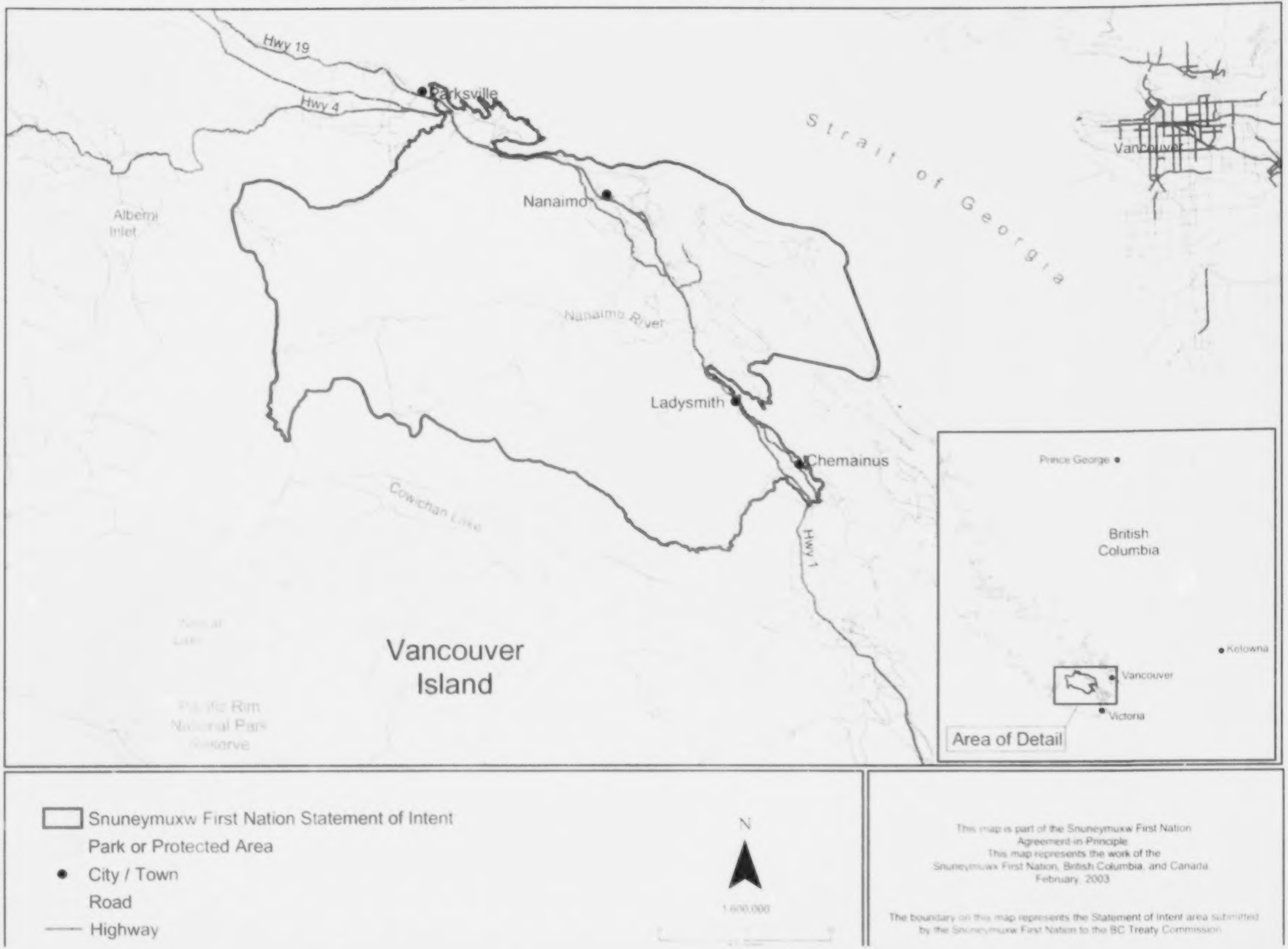
Interests on Snuneymuxw Treaty Land referred to in sub-paragraph 1(c) of the Land Chapter

Current Reference	Tenure Type	Land Parcel
553-1402.0(5)-Section 7 & 8, Range 8 Mountain District, and Section 1, Nanaimo District, 7 ties to Charge # 226283G SRW600 & SRW 729	*Land Title Act*, BC Hydro Transmission Line, Right of Way	Camp Nanaimo – Appendix A - 9
DD262981-N –Lot 1, Dogwood Road, within Road Allowance	*Land Title Act*, BC Hydro Distribution Line, Right of Way	Camp Nanaimo – Appendix A - 9
E78754, RW 2895	*Land Title Act, Greater Nanaimo Water District Right of Way*	Camp Nanaimo – Appendix A - 9
SRW 995RW Charge No. 235088G	*Land Title Act*, BC Hydro Distribution Line, Right of Way	Camp Nanaimo – Appendix A - 9

Interests on Snuneymuxw Treaty Land referred to in sub-paragraph 1(d) of the Land Chapter

Current Reference	Tenure Type	Land Parcel
North Road, within Road Allowance	*Land Title Act*, BC Hydro Distribution Line, Right of Way	Kensington Lands – Appendix A - 10
EK142283, South ½NW1/4, Section 15, Gabriola Island, Nanaimo District	*Land Title Act*, Access Right of Way	Kensington Lands – Appendix A - 10
License 1000993,Northern ½of the NW ¼ , Section 2, Gabriola Island, Nanaimo District, Plan 3063	*Water Act*, Conditional Water License	Kensington Lands – Appendix A - 10

APPENDIX C
Snuneymuxw First Nation Statement of Intent


Hwy 19
Hwy 4
Parksville
Alberni Inlet
Nanaimo
Strait of Georgia
Vancouver
Nanaimo River
Ladysmith
Chemainus
Cowichan Lake
Hwy 1
Vancouver Island
Pacific Rim National Park Reserve
Prince George
British Columbia
Kelowna
Vancouver
Victoria
Area of Detail
Snuneymuxw First Nation Statement of Intent
Park or Protected Area
City / Town
Road
Highway
N
1:600,000

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Agreement-in-Principle
This map represents the work of the
Snuneymuxw First Nation, British Columbia, and Canada
February, 2003

The boundary on this map represents the Statement of Intent area submitted
by the Snuneymuxw First Nation to the BC Treaty Commission

APPENDIX D
CROWN CORRIDORS

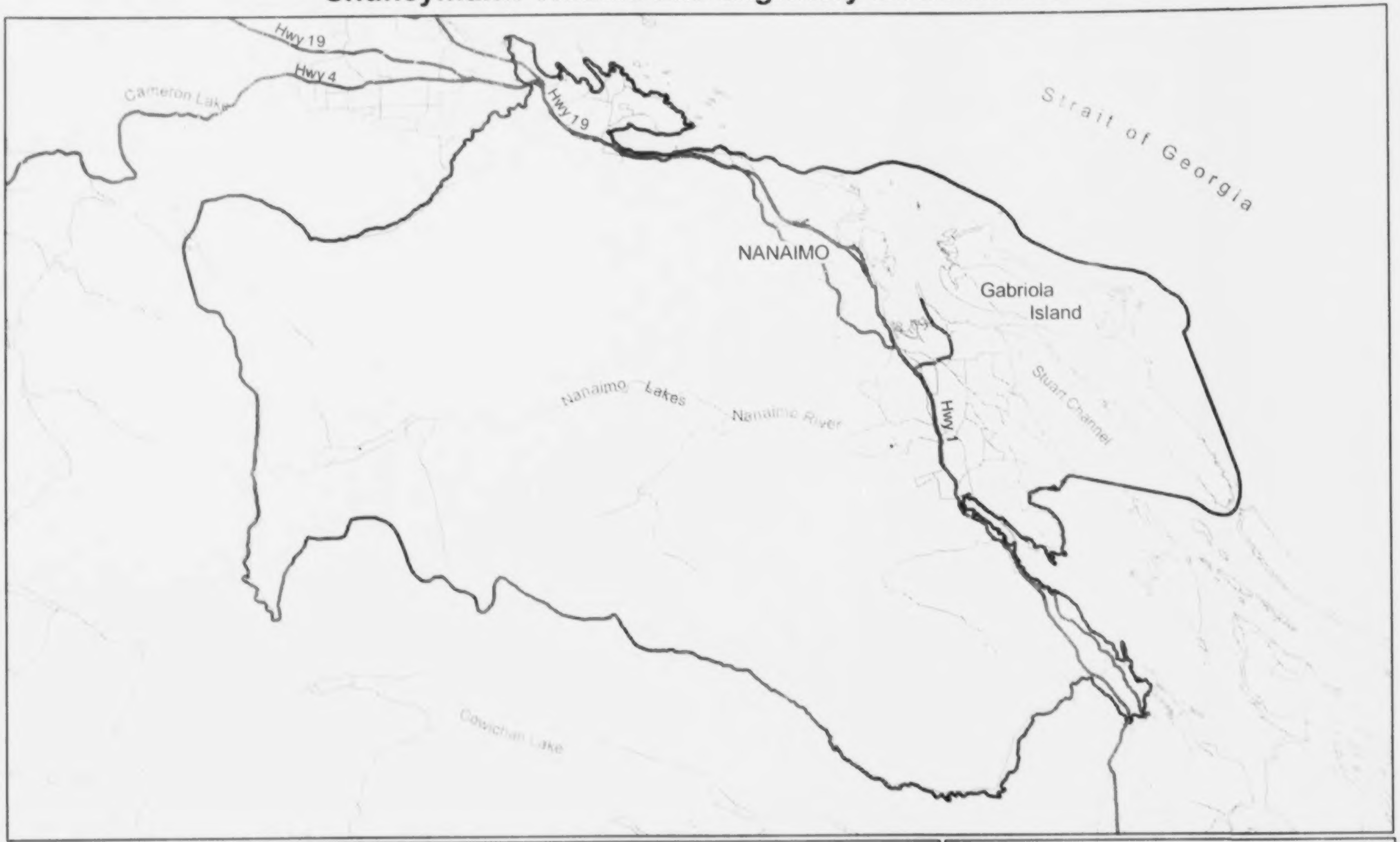
Name	Road Width (metres)	Land Parcel
Blackjack Forest Service Road Branch 1 (942-5832.01)	20	Mt. Benson - Appendix A - 3
Blackjack Forest Service Road Branch 4 (942-5832.04)	20	Mt. Benson - Appendix A - 3
Nanaimo Lakes Road	20	Mt. Benson - Appendix A - 3
Non-Status Road (North of DL 9 E&N)	20	Mt. Benson - Appendix A - 3
Highway 1	Existing Dedicated Right of Way, Plan 3212RW, VIP61184 and VIP62889	Petroglyph Park -Appendix A - 4
Cedar Road	Existing Dedicated Right of Way, Plan 31004 and Plan 48020.	Camp San Salvador - Appendix A - 5
Degnen Road	20	Central Gabriola 1 - Appendix A - 6
Tait Road	20	Central Gabriola 1 - Appendix A - 6
Turkey Shoot Road	20	Central Gabriola 1 - Appendix A - 6
Degnen Road	20	Central Gabriola 2 - Appendix A - 6
Dorby Road	20	Central Gabriola 2 - Appendix A - 6
South Road	20	Gabriola Petroglyph Site - Appendix A - 7
Chelwood Road	20	Leboeuf Bay - Appendix A - 8
Clarendon Road	20	Leboeuf Bay - Appendix A - 8
Norwich Road	20	Leboeuf Bay - Appendix A - 8
Pemberthy Road	20	Leboeuf Bay - Appendix A - 8

Name	Road Width (metres)	Land Parcel
Highway 19, including ramps	Existing Dedicated Right of Way, Plan VIP62989.	Camp Nanaimo – Appendix A - 9
Bonnieview Road	20	bounding or abutting Kensington – Appendix A – 10 (Section 3 & 8)
Degnen Road	20	bounding or abutting Kensington – Appendix A – 10 (Section 7 & 8)
Elgie Road	20	Kensington – Appendix A – 10 (Section 15)
North Road	20	Kensington – Appendix A – 10 (Section 15 & 16)
Tashtego Crescent	20	bounding or abutting Kensington – Appendix A – 10 (Section 15)
Turkey Shoot Road	20	Kensington – Appendix A – 10 (Section 16)
Wild Cherry Terrace	20	bounding or abutting Kensington – Appendix A – 10 (Section 15)
Bonnieview Road	20	bounding or abutting Kensington – Appendix A – 10 (Section 2 & 3)
Carrier Road	20	bounding or abutting Kensington – Appendix A - 10 (Section 2 & 3)
Degnen Road	20	bounding or abutting Kensington – Appendix A - 10 (Section 2 & 7)

APPENDIX E
EXPERIMENTAL FORESTRY PLOTS

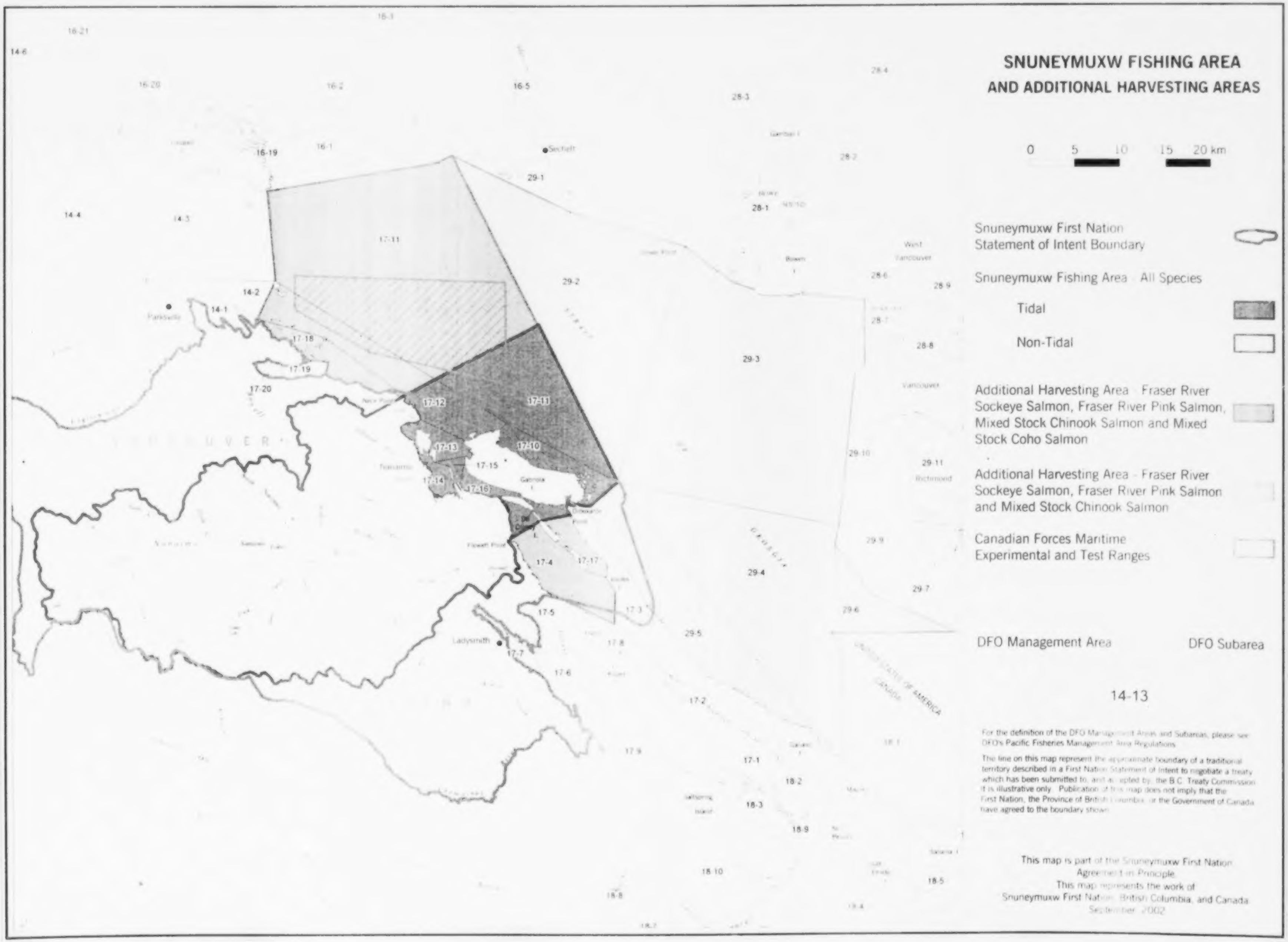
Current Reference	Tenure Type	Land Parcel
920-2-3-5005, Block D, Blackjack Rd	MoF Experimental Growth & Yield Plot	Mt. Benson -Appendix A - 3

APPENDIX F
Snuneymuxw Wildlife and Migratory Birds Harvest Area


Hwy 19
Hwy 4
Cameron Lake
Hwy 19
Strait of Georgia
NANAIMO
Gabriola Island
Stuart Channel
Hwy 1
Nanaimo Lakes
Nanaimo River
Cowichan Lake
Wildlife and Migratory Birds Harvest Area
Road
Highway
N
1:400,000

This map is part of the Snuneymuxw First Nation
Agreement-in-Principle
This map represents the work of the
Snuneymuwx First Nation, British Columbia, and Canada
Map produced by British Columbia, Decision Support Services
February, 2003

APPENDIX G



SNUNEYMUXW FISHING AREA AND ADDITIONAL HARVESTING AREAS

0 5 10 15 20 km
Snuneymuxw First Nation Statement of Intent Boundary
Snuneymuxw Fishing Area - All Species
Tidal
Non-Tidal
Additional Harvesting Area - Fraser River Sockeye Salmon, Fraser River Pink Salmon, Mixed Stock Chinook Salmon and Mixed Stock Coho Salmon
Additional Harvesting Area - Fraser River Sockeye Salmon, Fraser River Pink Salmon and Mixed Stock Chinook Salmon
Canadian Forces Maritime Experimental and Test Ranges
DFO Management Area
DFO Subarea
14-13
Sechelt
Parksville
Nanaimo
Gabriola I.
Ladysmith
West Vancouver
Vancouver
Richmond
Bowen I.
Gambier I.
UNITED STATES OF AMERICA
CANADA
14-1
14-2
14-3
14-4
14-6
16-1
16-2
16-3
16-5
16-19
16-20
16-21
17-1
17-2
17-3
17-4
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17-6
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17-8
17-9
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17-11
17-12
17-13
17-14
17-15
17-16
17-17
17-18
17-19
17-20
18-2
18-3
18-5
18-8
18-9
18-10
28-1
28-2
28-3
28-4
28-6
28-7
28-8
28-9
29-1
29-2
29-3
29-4
29-5
29-6
29-7
29-9
29-10
29-11

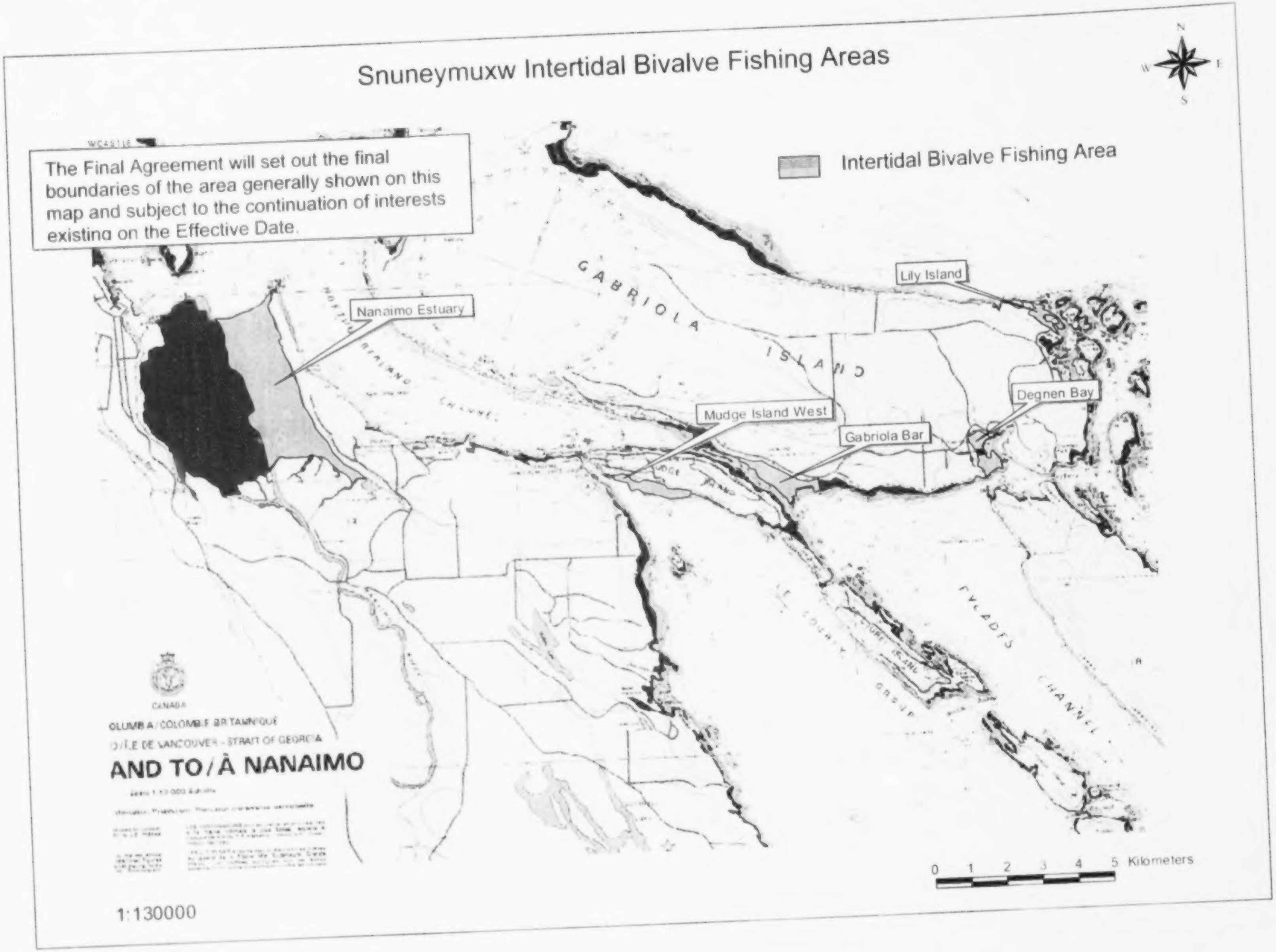
For the definition of the DFO Management Areas and Subareas, please see DFO's Pacific Fisheries Management Area Regulations.

The line on this map represent the approximate boundary of a traditional territory described in a First Nation Statement of Intent to negotiate a treaty which has been submitted to, and accepted by, the B.C. Treaty Commission. It is illustrative only. Publication of this map does not imply that the First Nation, the Province of British Columbia, or the Government of Canada have agreed to the boundary shown.

This map is part of the Snuneymuxw First Nation
Agreement-in-Principle.
This map represents the work of
Snuneymuxw First Nation, British Columbia, and Canada
September 2002

APPENDIX H

Snuneymuxw Intertidal Bivalve Fishing Areas

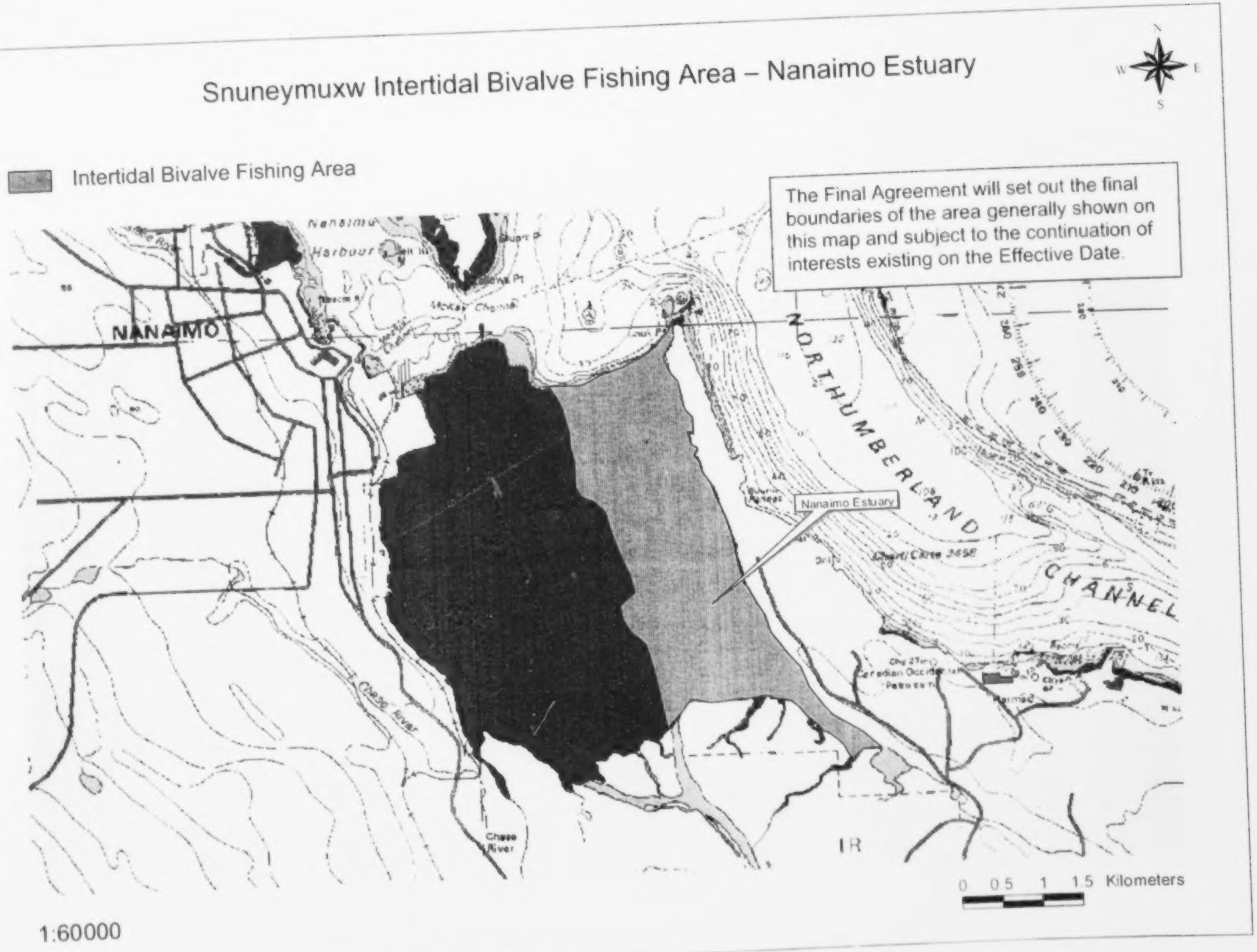


The Final Agreement will set out the final boundaries of the area generally shown on this map and subject to the continuation of interests existing on the Effective Date.

▨ Intertidal Bivalve Fishing Area

N
W
E
S
Nanaimo Estuary
Lily Island
Degnen Bay
Mudge Island West
Gabriola Bar
GABRIOLA ISLAND
NORTHUMBERLAND CHANNEL
DE COURCY GROUP
PYLADES CHANNEL
CANADA
OLUMBIA / COLOMBIE BRITANNIQUE
D'ÎLE DE VANCOUVER - STRAIT OF GEORGIA
AND TO / À NANAIMO
0 1 2 3 4 5 Kilometers
1:130000

Snuneymuxw Intertidal Bivalve Fishing Area – Nanaimo Estuary

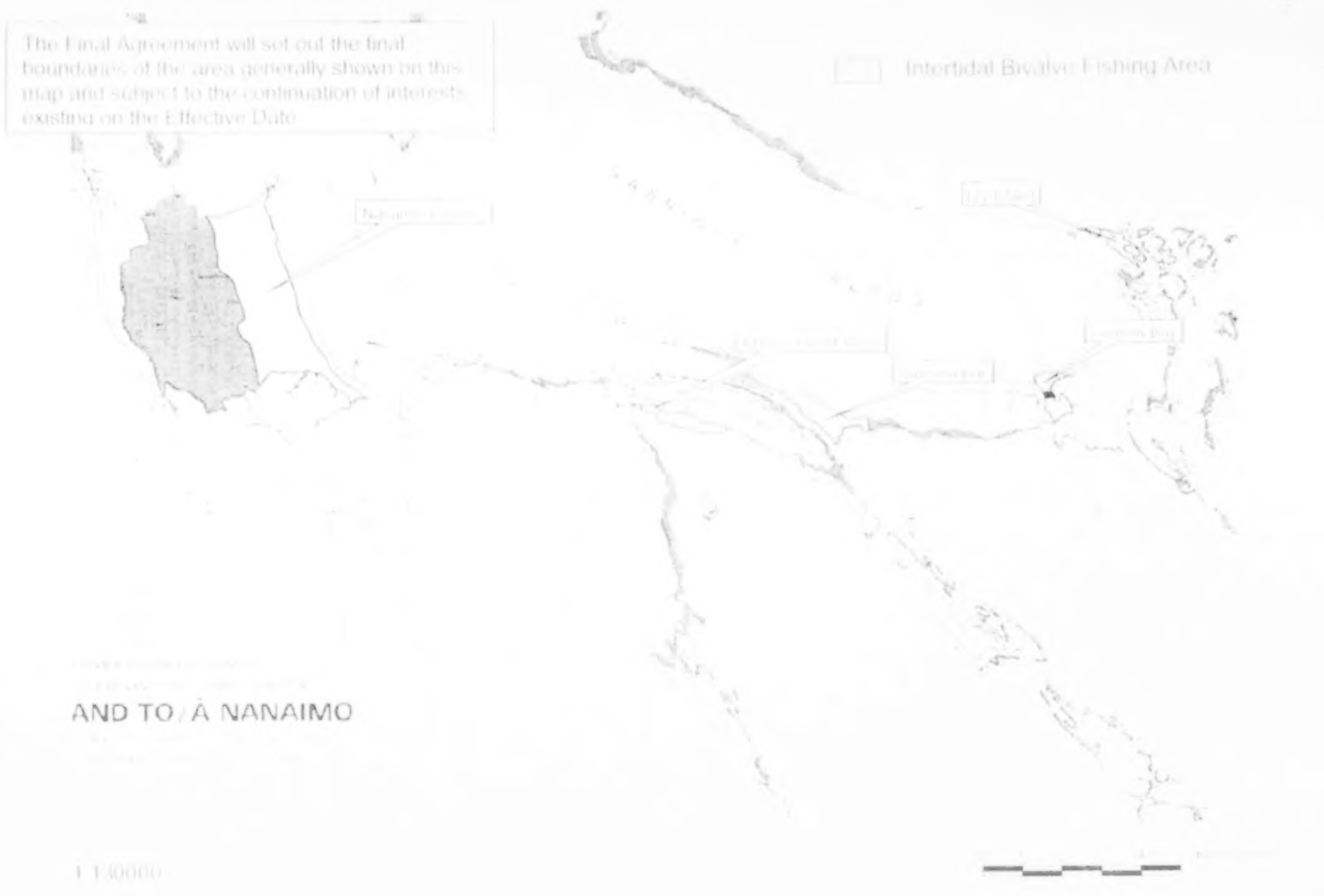


N
W
E
S
▨ Intertidal Bivalve Fishing Area
NANAIMO
Nanaimo Harbour
NORTHUMBERLAND CHANNEL
Nanaimo Estuary
Chase River
IR
0 0.5 1 1.5 Kilometers

The Final Agreement will set out the final boundaries of the area generally shown on this map and subject to the continuation of interests existing on the Effective Date.

1:60000

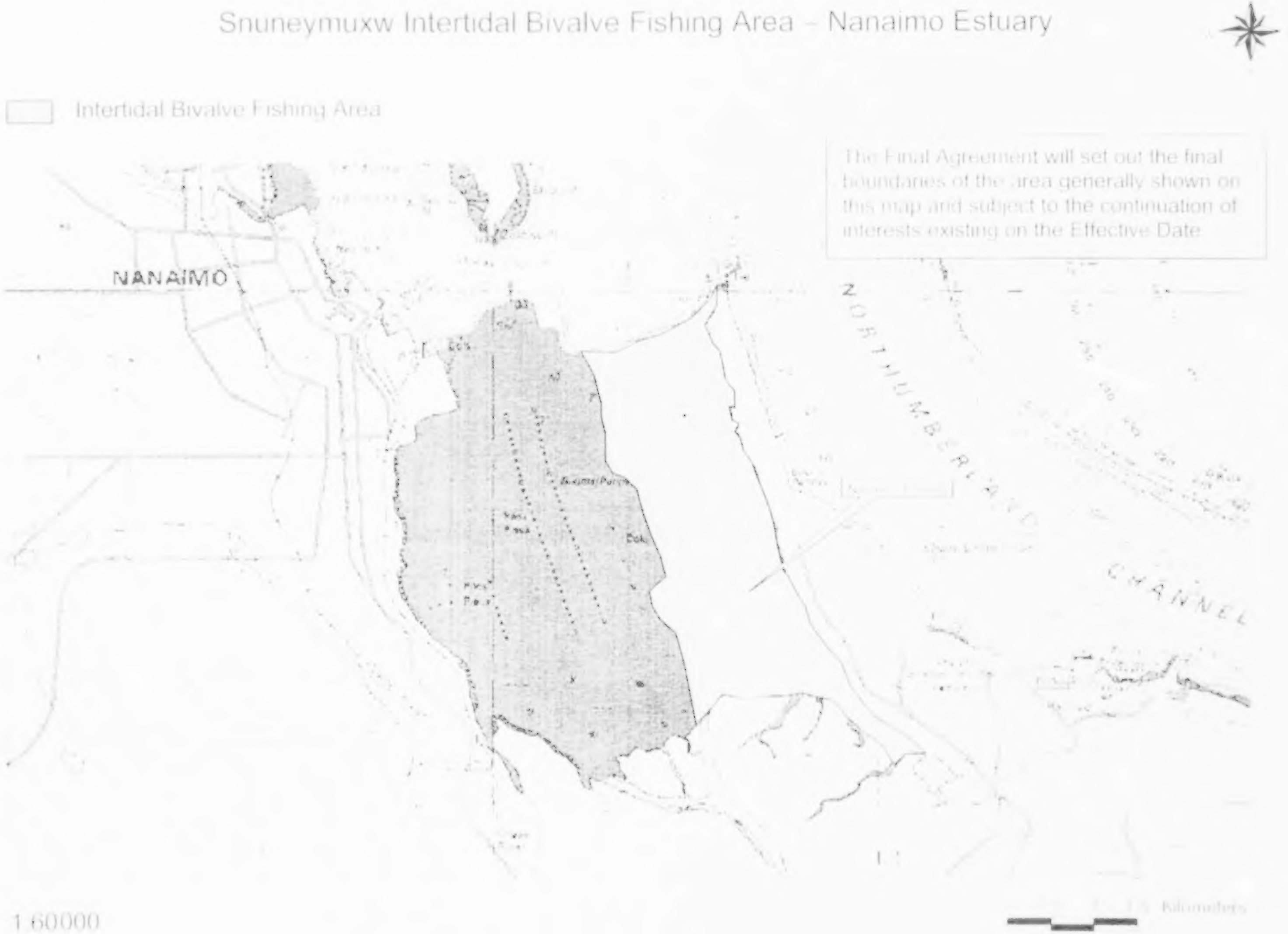
Snuneymuxw Intertidal Bivalve Fishing Areas



The Final Agreement will set out the final boundaries of the area generally shown on this map and subject to the continuation of interests existing on the Effective Date

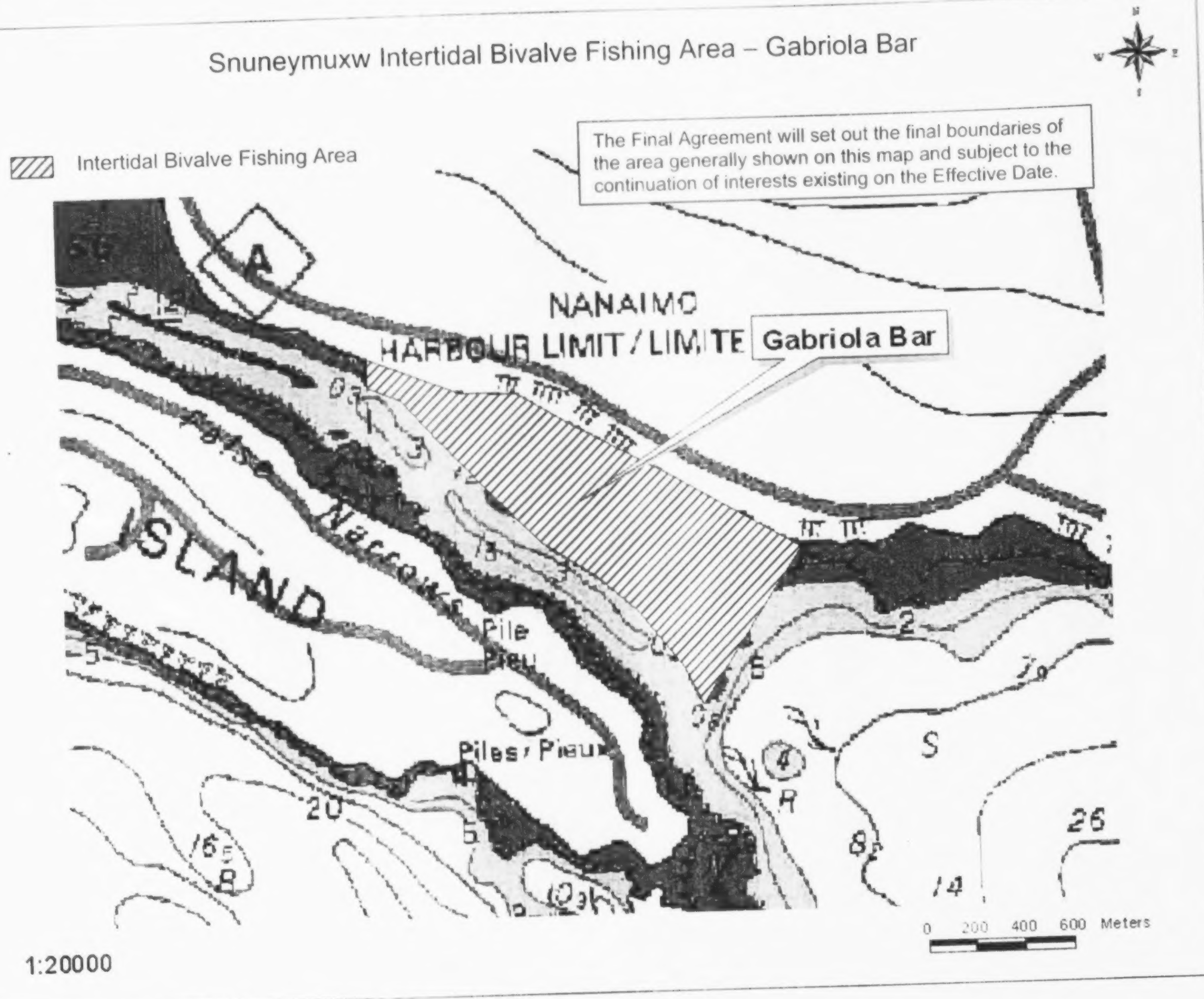
▭ Intertidal Bivalve Fishing Area
AND TO / Á NANAIMO
1:130000

Snuneymuxw Intertidal Bivalve Fishing Area – Nanaimo Estuary


▨ Intertidal Bivalve Fishing Area
NANAIMO
NORTHUMBERLAND
CHANNEL
Kilometers
1:60000

The Final Agreement will set out the final boundaries of the area generally shown on this map and subject to the continuation of interests existing on the Effective Date

Snuneymuxw Intertidal Bivalve Fishing Area – Gabriola Bar

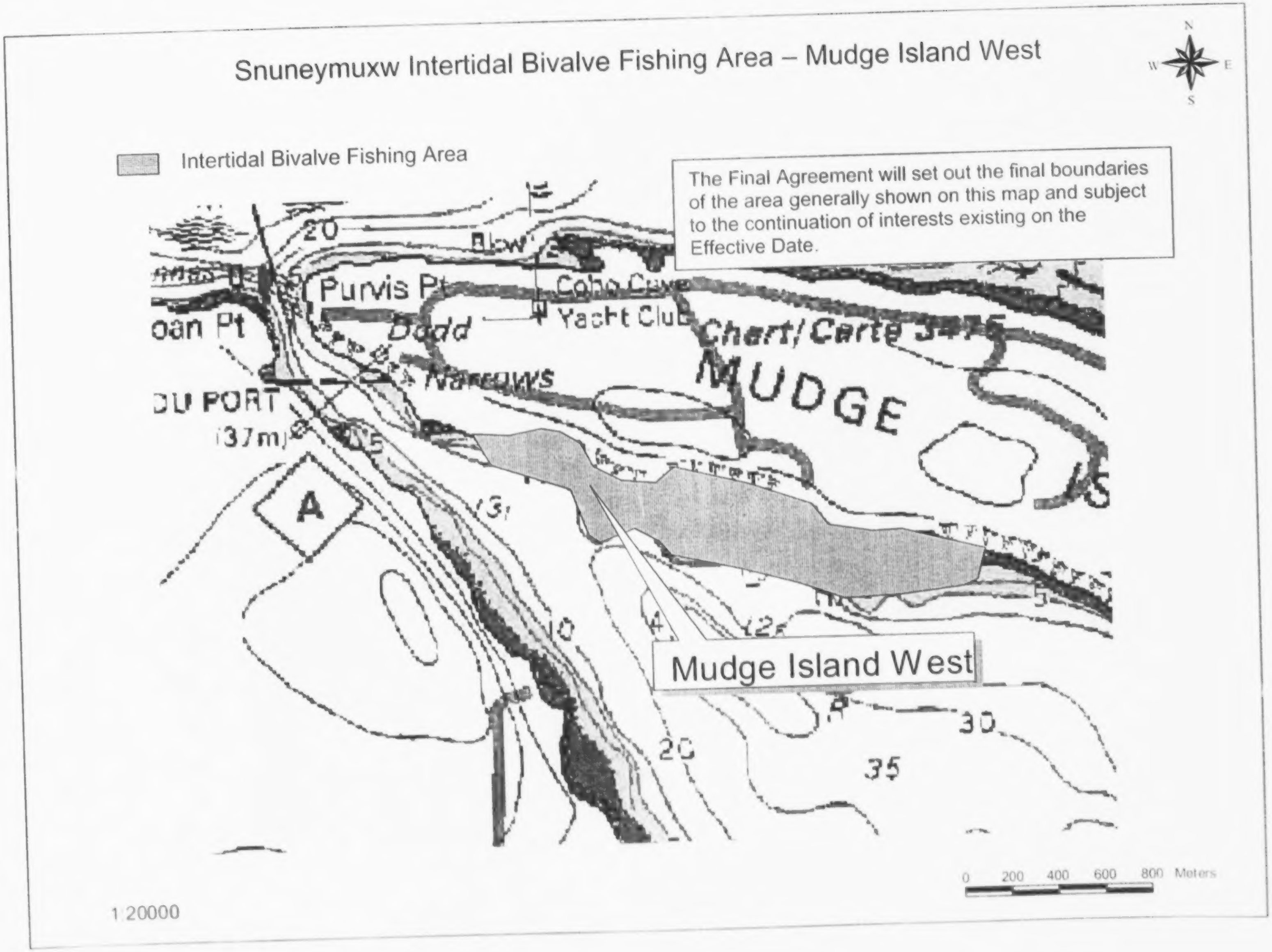


▨ Intertidal Bivalve Fishing Area

The Final Agreement will set out the final boundaries of the area generally shown on this map and subject to the continuation of interests existing on the Effective Date.

N
W
E
S
Gabriola Bar
NANAIMO
HARBOUR LIMIT / LIMITE
ISLAND
False Narrows
Pile
Pieu
Piles / Pieux
A
56
20
26
14
0 200 400 600 Meters

1:20000



Snuneymuxw Intertidal Bivalve Fishing Area – Mudge Island West

▨ Intertidal Bivalve Fishing Area

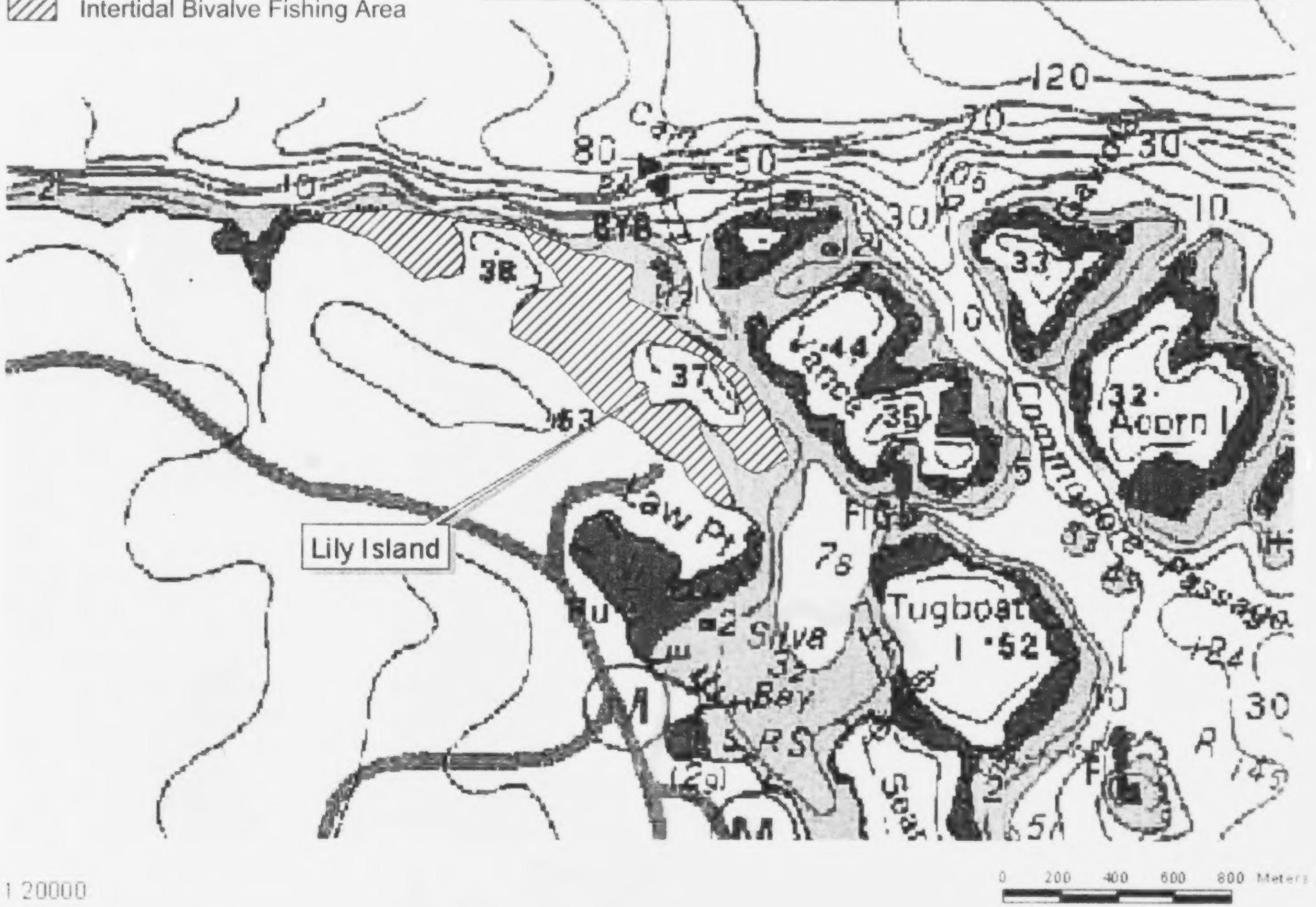
The Final Agreement will set out the final boundaries of the area generally shown on this map and subject to the continuation of interests existing on the Effective Date.

N
W
E
S
20
Purvis Pt
oan Pt
Dodd
Narrows
Coho Cove
Yacht Club
Chart/Carte 3475
MUDGE
DU PORT
(37m)
A
10
20
30
35
Mudge Island West
0 200 400 600 800 Meters
1:20000

Snuneymuxw Intertidal Bivalve Fishing Area – Lily Island

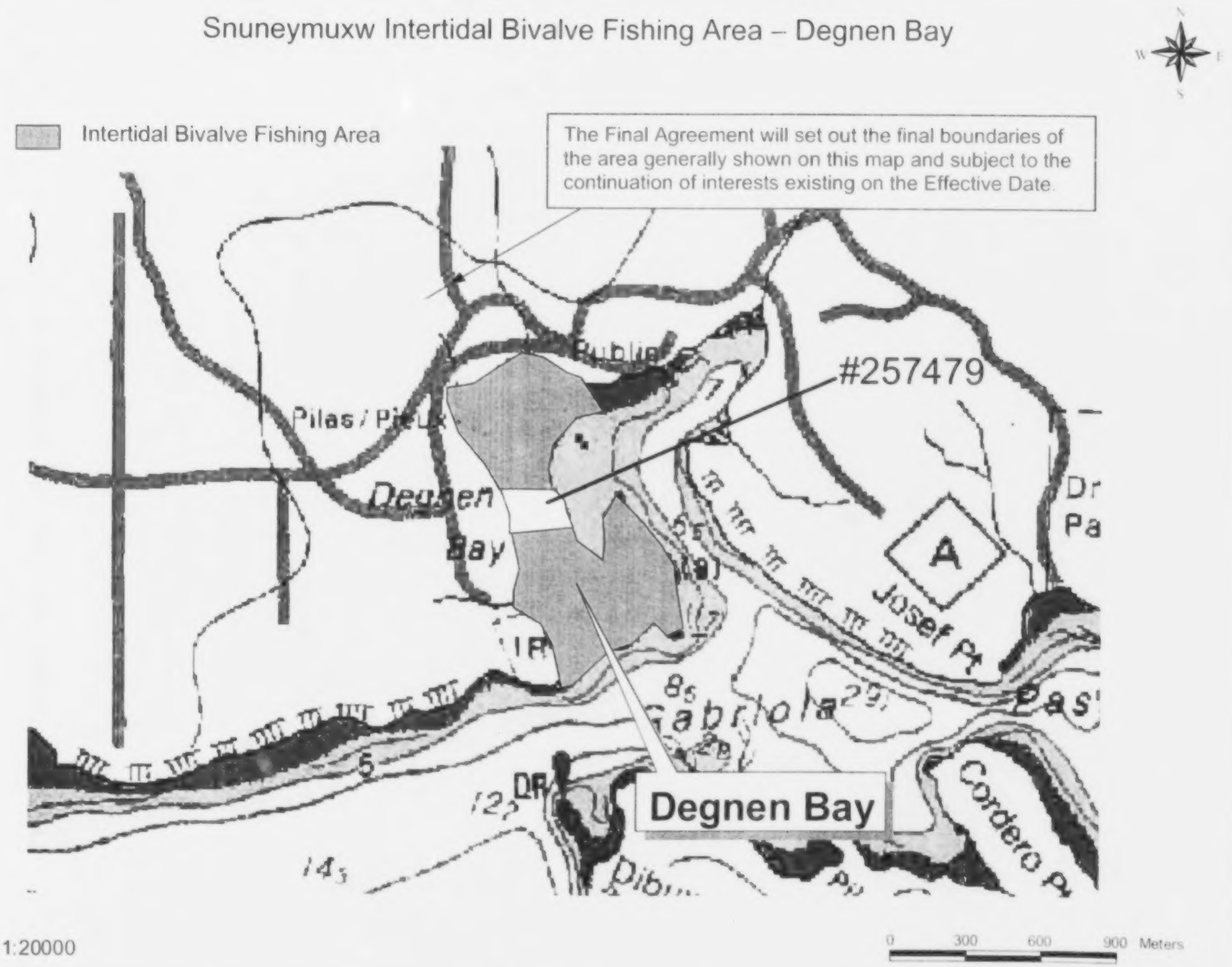
The Final Agreement will set out the final boundaries of the area generally shown on this map and subject to the continuation of interests existing on the Effective Date.

▨ Intertidal Bivalve Fishing Area


Lily Island
Acorn I
Tugboat I
Law Pt
Silva Bay
Commodore Passage
Vance
0 200 400 600 800 Meters

1:20000

Snuneymuxw Intertidal Bivalve Fishing Area – Degnen Bay



▨ Intertidal Bivalve Fishing Area

The Final Agreement will set out the final boundaries of the area generally shown on this map and subject to the continuation of interests existing on the Effective Date.

N
W
E
S
#257479
Pilas / Pileu
Degnen
Bay
IR
A
Josef Pt
Dr
Pa
Gabriola
Degnen Bay
Cordero Pt
Dib
DR
5
14
12
1:20000
0
300
600
900
Meters

APPENDIX I
SNUNEYMUXW FISH AND AQUATIC PLANTS ALLOCATIONS

Fraser River Sockeye Salmon

In any year, the Snuneymuxw Fishing Right Allocation for Fraser River sockeye salmon will be:

a) when the Canadian total allowable catch for Fraser River sockeye salmon is 6.5 million or less, 0.54% of the Canadian total allowable catch for Fraser River sockeye salmon; and

b) when the Canadian total allowable catch for Fraser River sockeye salmon is greater than 6.5 million, then 35,000 Fraser River sockeye salmon plus 0.149% of that portion of the Canadian total allowable catch for Fraser River sockeye salmon that is greater than 6.5 million.

Nanaimo River Chum Salmon

In any year, the Snuneymuxw Fishing Right Allocation for Nanaimo River chum salmon will be:

a) when the terminal abundance for Nanaimo River chum salmon is 30,000 or less, 5% of the terminal abundance for Nanaimo River chum salmon;

b) when the terminal abundance for Nanaimo River chum salmon is greater than 30,000 and less than or equal to 66,000, then 1,500 Nanaimo River chum salmon plus 13% of that portion of the terminal abundance for Nanaimo River chum that is greater than 30,000; and

c) when the terminal abundance for Nanaimo River chum salmon is greater than 66,000, then 6,180 Nanaimo River chum salmon plus 5% of the terminal abundance for Nanaimo River chum that is grater than 66,000.

Intertidal Bivalves

In any year, the Snuneymuxw Fishing Right Allocation for Intertidal Bivalves for each of the following areas will be the total allowable catch within the following areas:

a) Nanaimo Estuary, set out in Appendix H - 1;
b) Gabriola Bar, set out in Appendix H – 2;
c) Mudge Island West, set out in Appendix H - 3;
d) Lily Island, set out in Appendix H - 4; and
e) Degnen Bay, set out in Appendix H - 5.

Nanaimo River Chinook Salmon (Fall Run August to October inclusive)

In any year, the Snuneymuxw Fishing Right Allocation for Nanaimo River fall run chinook salmon will be:

a) when the fence count of Nanaimo River fall run chinook salmon is greater than 1,000 and less than or equal to 2,700, then a harvest of Nanaimo River fall run chinook salmon that is equivalent to 11% of the fence count for Nanaimo River fall run chinook salmon that is greater than 1,000; and

b) when the fence count for Nanaimo River fall run chinook salmon is greater than 2,700, then 200 pieces of Nanaimo River fall run chinook salmon plus an amount of Nanaimo River fall run chinook salmon that is equivalent to 25% of that portion of the of the fence count of Nanaimo River fall run chinook salmon that is greater than 2,700.

Harvest will be permitted in both the estuary (downstream from the fence) and in the Nanaimo River.

Nanaimo River and Local Coho Salmon

In any year, the Snuneymuxw Fishing Right Allocation for Nanaimo River coho salmon will be:

a) when the terminal abundance for Nanaimo River coho salmon is greater than 1,000 and less than or equal to 5,500, then 11% of the terminal abundance for Nanaimo River coho that is greater than 1,000; and

b) when the terminal abundance for Nanaimo River coho salmon is greater than 5,500 then 25% of the terminal abundance for Nanaimo River coho.

Mixed Stock Chinook Salmon

In any year, the Snuneymuxw Fishing Right Allocation for mixed stock chinook salmon will be equivalent to four percent (4%) of the total harvest of mixed stock chinook salmon in all fisheries in management Area 17.

Mixed Stock Coho Salmon

In any year, the Snuneymuxw Fishing Right Allocation for mixed stock coho salmon will be equivalent to 3.5 percent (3.5%) of the total harvest of mixed stock coho salmon in all fisheries in management Area 17.

Fraser River Pink Salmon

In any year, the Snuneymuxw Fishing Right Allocation for Fraser River pink salmon will be equivalent to 15% of the Snuneymuxw's allocation of Fraser River sockeye salmon in any year.

Herring

In any year, the Snuneymuxw Fishing Right Allocation for herring will be a fixed allocation of four short tons of whole herring and a fixed allocation of 1,500 pounds of herring spawn on kelp or boughs annually.

The whole herring may be converted to herring spawn on kelp or boughs with one short ton of whole herring being equivalent to 460 pounds of herring spawn on kelp or boughs using open ponds, or 150 pounds of herring spawn on kelp or boughs using closed ponds.

Dungeness Crab

In any year, the Snuneymuxw Fishing Right Allocation for Dungeness crab will be equivalent to 3.6 percent (3.6%) of Area 17 commercial crab by trap average catch of the previous three years.